

RAYTHEON COMPANY MICROWAVE AND POWER TUBE OPERATION FOUNDRY AVENUE WALTHAM, MASSACHUSETTS 02254 TELEPHONE: (617)899-8400

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER

31-29-PS-17708

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IS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
Y EXCEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

TERMS AND CONDITIONS OF PURCHASE General Provisions ASSAM, MAHIJAN

4. TY 1 - 14-1 4-1 7-1

Acceptance
Agreement by Soller to turnish the materials or services hereby ordered, or its furnishing such materials or services howed in whole or in part, shell constitute acceptance by Soller of this order subject to these terms and conditions, to the event that this order does not state price or delivery. Buyer will not be hound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Soller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed in writing and be ugned to by Bryer. More likeations hered in withing and be ugned to by Bryer. More likeations hered in writing and be ugned to be given as are accepted in writing and to the price and divery as are accepted in writing and to the price and divery as are accepted in writing and the three of Buyer to enforce any of its sughts shall not constitute a writing and the subconditions and with such data relating to price and divery as are accepted in writing and the three of Buyer to enforce any of its sughts shall not constitute a writing.

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otherwise directed. No charges will be policy to capacity agreen a mount of the writing.

3. DELIVERY: NOTICE OF EABOR DISPUTES
Time is and shall remain of the essence of this order, and no acts of Buyer including without limitation modifications of this profer in accorptance of face deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schisbules, or to deler payment on advance deliveries until scheduled delivery dates. Seller shall not to Buyer are threatens to a required schisbules, or to deler payment on advance deliveries until scheduled delivery dates. Seller shall not to Buyer and the professional black deliveries which is delaying or threatens to delay the timely notify Buyer immediately or thy actual expotential labor dispute which is delaying or threatens to delay the timely nerformance of this prige. The $\frac{1}{2}$ $\frac{1}{2}$

TERMINATION: BREACH OF CONTRACT: DAMAGES

Buyer may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Seller shall have defaulted on the in default in performance hereof. Buyer and Seller shall have the rights and obligations contained in the sub-contracts. Causer entitled "Tarmination" set forth in Section 8-106; of the Opfered Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insulvency or adjudication of bankruptcy of, at the filing of a voluntary petition of bankruptcy, or the making of an assignment for the herefit of creditors by either party, shall be a material breach hereof. In no event shall seller he entitlef to articipatory profits, or to special or consequential damages. In the event of Seller's default or potential inhabitity to perform this order, shall upon demand by Buyer, deliver to Buyer the armaterials and work-in-process acquired in orders to perform under this order, and Buyer may then confidence have work deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

5. BUYER'S PROPERTY

All specifications, thrawings, tools, jigs dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be coefficiential. They shall be and restain the property of Buyer land of the United States Government or other pacty where the Government or such other party has or acquires title theretal and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort, All such items shall be used only in the performance of work under this order unless Ruyer consents driving in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may such items which are owned by the Government or which the Government has the right to use, the Seller may such items which are owned by the Government or become the Seller and the Government, on a non-interference basis, after the Government has pactificated by the seller may be considered as containing property of, Buyer for, as the case may be, of the fluid States Government or said other party). Seller shall also mark such items with the corresponding drawing number and/or Government number. Seller shall similarly list all such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 herein above set forth shall survive delivery and payment, and remain in full force until all said items are delivered to Buyer or otherwise disposal of with Buyer's written consent. Seller shall unfation as to time indemnity and save Buyer hamiless from all claims which may be ascerted ayainst said property, including without limitation mechanic's leas or claims attaining under Workmen's Compensension or Occupational Disease or claims attaining and or pleased to such property unless th to persons or property arising out of or related to such property unless the same are caused sofely and directly be Blover's negligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition

Regulation.

SUBCONTRACTING

None of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer

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8. CHANGES

Suyer shall have the right by written order to suspend work, or to make changes from time to time services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes ca increase or decrease in the cost of performance of this order or in the time required for its performance, an equipustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Se notification of the change or suspension, and shall be followed as soon as practicable with specification amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceedin this purchase order as changed.

PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devic material furnished hyprograde; which are not of Buyer's design, composition or manufacture shall be free and c infringement of any waldbystem, copyright or trade mark. Selter shall save Buyer and its customers harmles any and all expenses, liability and loss of any kind (and the costs and expenses, including and out of claims, suits or actions alleging such infringement, which claims, suits or actions Selter agrees to com-

TAXES All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on the state of the state of the separately on the separately of the sep

ASSIGNMENT

Seller may not assign monies due or to become due under this order without the prior written consequence, which will ordinarity the pively subject to Bayer, which will ordinarity the pively subject to set-off, recovering to or other colonial Buyer or Buyer's ubstidiaries against Seller. Buyer shall be right at any time to off any of more downer, the subject to set-off, recovering to wish the subject to set off, any time to off any of this purchase order or any of its subsidiaries, pursuant to this purchase order or any of the contractual agree between Buyer and Seller or their respective subsidiaries.

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Seller warrants that the materials to be furnished and the services to be rendered under this order, a classes of property described in Article 5, shall be manufactured, sold and used in compliance with all redered, state and local laws and regulations. All invoices must carry the following certificate. "Seller certifivith respect to the production of the articles and/or the performance of the services covered by the invoice fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of tions and orders of the United States Organisment of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or retative of Buyer any gratuity with a view toward sectioning any business from Buyer or influencing such perscrepct to the terms, conditions or performance of any contract with of order from Buyer. Any breach of training shall be a material breach of each and every contract between Buyer and Seller.

13. INDEMNITY AGAINST CLAIMS

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1.3. INDEMNITY ADAINST CLAMMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons fincluding de damage to property which may result in any way from any act or omission of Seller, or of its agents, employabbonitractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and C sation insurance and Motor Vehicle Liability (Personal Squary and Property Damage) as well protect Seller subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compense Occupational Disease trainless.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by Buyer or by the Government agency, concerned at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall intensish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the unspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in lieu or in derogation of, the provisions of Article 7 above.

STOP WORK ORDER

The clause set forth in DAR 7-105.3, entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer"; "Contractor" and "contract" shall mean "Soller" and "Purchase Order" respectively; the reference to "Termination for Convenence" clause shall mean the "Termination" clause herein; the reference to termination "for the convenence"; "the Government" shall mean termination under the "Termination" clause herein; and the period (e.g. asserting a claim shall be 25 days.

The fulltiwing clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase order, are incorporated herein by reference:

TITLE OF CLAUSE

- (Reserved)
- Certain Communist Areas
- Contract Work Hours and Safety Standards Act Overtime Compensar
- Watsh Healey Public Contracts Act Edual Departments
- Equal Opportunity
 Notice & Assistance Regarding Patent and Copyright Intringement Affirmative Action for Disabled Veterans (etc.)
- Buy American Act and Balance of Payments Program
- Affirmative Action for Handicapped Workers
- Notice to Government of Labor Qisputes Eding of Patent Applications

Refund of Royalties Rights in Technical Data and Computer Software Technical Data - Withholding of Payment Excess Profit Military Security Requirements Utilization of Small Business and Small Disadvantaged Business Concerns' Examination of Records by Comptroller General Priorities, Allocations and Allotments Utilization of Labor Surplus Area Concerns Duty Free Entry - Qualifying Country End Products and Supplies Required Source for Jewel Bearings and Related Items and Instrument Ball Bearing pt. of the rise proces (recision Components for Mechanical Time Devices

> 30; , (etc.) 刘 - ***** AUTHERIZEE STONATOR

herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clain, p. 4 and as only, the term "Government" shall be deemed to read "Government and or Buyet" and t "Contracting Officer" to read "Contracting Officer and or Buyet" except in those places where such that respect to "Government" and "Contracting Officer" would be inappropriate. For the purpose of the "Respect to "Government" and "Contracting Officer" or the "Government" and "Contracting Officer" or the "Government" and

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WHITNEY BARREL CO. INC.

Complete Drum Reconditioning Established 1898

All Types of Steel Drums-Fibre Barrels-Purchases-Sales 256 Salem Street Woburn, Mass. 01801

Phone 933-4520 - 21

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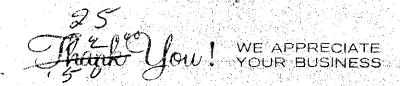
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WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

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WHITNEY WARREL CO. INC.

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TERMS AND CONDITIONS OF PURCHASE

General Provisions.

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Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or Agreement by Seller to fermich the materials or services hereby ordered, or its furnishing such materials or services in whole or in part shall constitute acceptance by Seller of this order subject to terms, and conditions. In the event that the order days not state prise or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions because herein contained shall be vaid and of no effect unless specifically agreed to by Suyer. Modifications hereoff or additions hereoff or additions hereoff, by Buyer, except made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

SHIPPING DIRECTIONS

2. SHIPPING DIRECTIONS

Unless intherwise specified for shipment at Buyer's risk, when rates are based on released, declared or agreed valuation, the null of lading will be annotated to ships that the shipment is released at the specific maximum value which applies to the lossest rate or rating provided in applicable tarrier's tarrits. When applicable tarrifs require that the actual value of the shipment had beclared on the hill of lading, the actual value of the shipment must be shown. On all other shipments, do not insure and do not declare any value.

All terms shipped in one day from and to a single location into the consolidated on one bill of lading unless otherwise directed. No charges will go allowed for packing, frating, Irejaht, or cartage unless specifically agreed to in

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3. DELIVERY: NOTICE OF LABOR DISPUTES.
Time is and shall remain of the especie of this order, and no acts of Buyer, including without limitation modifications of this order or acceptance of fate deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Sulliv's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveres until scheduled delivery dates. Sollier shall notify Bryan immediately of the actual or patential labor dispute which is delaying or threatens to delay the timely performance of this order. 3/1/11/11/19/19

TERMINATION BREACH OF CONTRACT: DAMAGES

Bit at may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Seller shall have defaulted or be in default in performance hereof. Buyer and Seller shall have the rights and obligations contained in the subcontracts chaltre entitled. "Terpiniations" set forth in Section 8-706 or the Eller shall have the rights and obligations contained in the subcontracts chaltre entitled. "Terpiniations" set forth in Section 8-706 or fifthe Defendance and made a part hereof. The insolvency in adjudication of behaviourbey of, or the filing of a voluntary petition of bankruptey, or the naking of an assignment for the benefit of creditions by either party, shall be a material back benefit in no event shall seller be entitled to anticipatory profits, or to special or consequential demages. In the event of Seller's default or potential inability to perform this order. Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-in-process agained in order to be torm under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-process.

BUYER'S PROPERTY

5. BUYER'S PROPERTY
All specifications, drawings tools, jigs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidented. They shall be and remain the property of Buyer-isor of the United States Government or other party where the Government or such other party has or acciding the review of the property of Buyer-isor and Buyer shall have the right to enter. Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort. All such items shall be used only in the performance of work under this order unless Buyer consents otherwise in writing, except that as to any such items in the performance of any direct contract between the Seller and the Government, bold individuely feel and the Buyer shall have the Government of the Buyer shall such items as the Government has expressly authorized such as in writing with written neglice of such authorization to the Buyer shall single as containing inporty of . Buyer, lor, is the case, may be, of the United States for smemment or said other party). Seller shall also malk such items with the corresponding drawing number and/or Government or said other party). Seller shall also malk such items without Buyer's written consent. The provisions of this Article 5 herein above set forth whall survoy delivery and payment, and remain in full force until all said items are delivered to Buyer. or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnity and save Buyer harmless from all claims which may be asserted against said properly, including without limitation mechanic's hans or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buver's regligence.

Government property shall be controlled and maintained per Appendix B to Defense Acquisition

Benulation

SUBCONTRACTING

None of the work contemplated by Buyer 4s to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

7. TSPECIFICATIONS: WARRANTY: INSPECTION

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Buyer shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Selfer hereunder. If such usingest from time to term in the services to be rendered or the materials to be furnished by Selfer hereunder. If such usingenish or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitably adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Selfer of notification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Selfer from proceeding with this purchase order as changed.

PATENTS

Soller warrants that the sale, use or incorporation into manufactured products of all machines, devicus and material fujinished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringements of any volid patent, copyright or trade mark. Seller shall save Buyer and its customers harmlessfrow any and all expenses, habiting and loss of any kind found the costs and expenses, including stories fees growing out of claims, suits or actions alleging such infringement, which claims, suits or actions.

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's is the strip of the terms of the strip of th

Sellar may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Editer. Buyer shall have right at any time to set off any known powing from Soller to Buyer, or Buyer's subsidiaries, gainst any known thue and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate. "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice; it has fully complied with Sections 5, 7, 12 and 15 of the Fair Labor Standards. Act of 1938, as amended, and of regulations, and orders of the United States Department of Labor under Section 14 thereof."

Seller warrants that it has not offered or given and will not offer an give to any employee, agent or representative of Buyer any gratury with a view toward securing any husiness from Buyer or influencing such person with respect to the terms, conditions or performance of any contract enth or order from Buyer. Any breach of this warrants with the material breach of each and every contract between Buyer and Seller.

ranty shall be a material breach of each and every contract between Buyer and Seller.

INDEMNITY ACAINST CLAIMS

Table TNDEMNITY ADAINST CLAIMS
Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller for its subcontractors) and Buyer from said risks and from any claims under any applicable Workinger's Compensation or Occupational Disacretizations.

Government Contract Provisions

When the materials amonoducts furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

Materials to be used in the performance of Government contracts may be inspected and tested at all reason Materials to be used in the performance of Government Contracts may be inspected and tested at all reason able times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their dury. The foregoing provisions of this Article are supplementary to, and not in lieu or in deroyation of, the provisions of Article 7 above.

STOP WORK ORDER

15. STOP WORK ORDER

The clause set forth in OAR 7 105.3 entitled "Stop Work Order," is made a part heroof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer"; "Contractor" and "contract" shall mean "Buyer"; "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively, the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein; and the period for asserting a claim shall be 25 days.

The following clauses set furth in the Defense Acquisition Regulation as in effect at the date of this nurchase order, are incorporated herein by reference

	TITLE OF CLAUSE	DAR SECTION
а	(Reserved)	(Reserved)
ь	Certain Communist Areas	7-103.15
ε	Contract Work Hours and Safety Standards Act Overtime Compensation	7-103.16(a)
d	Watsh-Healey Public Contracts Act	7-103.17
c	Equal Opportunity y	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Copyright Intringement	7-103.23
g	Affirmative Action for Disabled Veterans letc !	7 103.27
h	Affirmative Action for Handicapped Workers	7-103.28
1	Buy American Act and Balance of Payments Program	7-104.3
i	Notice to Government of Labor Disputes	7-104.4
ķ	Filling of Parent Applications	7 104.6

	TITLE OF CLAUSE	DAR SECTION
	Refund of Royalties	7 104.8 (5)
11	Rights in Technical Data and Computer Software	7-104.9 (a) 8 (b)
1	Technical Data - Withholding of Payment	7 104.9 (K)
,	Excess Prafit	7-104.11 (a)
1	Military Security Requirements	7 104.12
i	Utilization of Small Business and Small Disadvantaged Business Concerns	7 104 14(a)
	Examination of Records by Comptroller General	7-104.15
	Priorities," Allocations and Afforments	7 104.1B
	Utilization of Labor Surplus Area Concerns	7-104-20 tal
	Buty Free Entry - Qualifying Country End Products and Supplies	7-104.32
	Required Source for Jewel Bearings and Related Items	7-104.37
v	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
	Audit by Dept. of se	7-104 41 (a)
	Required Source recision Components for Mechanical Time Devices	7-104.46
	Safety Precautio (c.)	7-104.79 (a) & (b)
ð	Accident Repc , letc.)	7-104.81
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In all OAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses I, J, n, p, z and as only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places X-cre such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the puresse of the "Refund of Royalties" clause (I), the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced

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WHITNEY BARREL CO. INC.

Complete Drum Reconditioning Established 1898

All Types of Steel Drums-Fibre Barrels-Purchases-Sales

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Complete Drum Reconditioning
Established 1898
All Types of Steel Drume-Fibre Barsels Rurchbsestenies.
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RAYTHEON COMPANY

MICRONAVE AND POWER TUSE OPERATION FOUNDRY AVENUE

WALTHAM, MASSACHUSETTS 02254 TELEPHONE: (617)899-3400

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OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED. COUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

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TERMS AND CONDITIONS OF PURCHASE General Provisions

Agreement by Seller to exemish the materials or services hereby ordered, or its furnishing such materials or Agreement by Seller to menich the materials or services hereby ordered, or its furnishing such materials or services or white or in part, shall renstrict exceptance by Seller in this order subject to these terms and conditions. In the except that this profer does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not senceficially agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to be beginned by Buyer. Modifications benefit or additions hereto, to be effective, must be made in writing and be signed by Buyer. President and conditions, together with such modifications and with such data relating to price and delivery as site accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties thereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.

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Unless otherwise specified, for obtainment at Buyer's risk, when rates are based on released, declared or agreed valuation. The bill not lading will be annotated to show that the shapment is released at the specific maximum value which applies to be the lowest rate or resting a wided in applicable carriers' ratifs. When applicable fariffs require that the actual value of the shipment be declared on the bill of lading, the actual value of the shipment must be shown. On all other shipments, about misting and do not declare any value.

All stems drapped in one day from and to a single location must be consolidated on one bill of lading unless otherwise directed. You charges will be allowed for packing, crating, freights or exitage Chiless specifically agreed to no actual.

3. DESIVERY: NOTICE OF LABOR DISPOTES
Time is and shall remain of the assence of this order, and no acts of Buyer, including without limitation modifications of this order or acceptance of fate deliveries, shall constitute valver of this provision. Buyer also reserves the job to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of control unlimited and to defen payment on advance deliveries until scheduled delivery dates. Selfor shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely nerturmance of this order. a --

8. IERMINATION: BILLACKOR OF CONTRACT DAMAGES

Bayer may be natice at writing, unrect Salver to terminate this order or work under this order in whole or in pact arrony time, and such termination shall not constitute a default. In such event, unless Salver shall have defaulted or be in default in performance hereof. Buyer and Seller shall have the rights and obligations contained in the subcourages device entitled "Termination" set forth in Section 8-786 of the Defaulte Aquisition Regulation as amended to the date in this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjodication of bankruptcy of, or the filing of a voluntary petition of bankruptcy or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In one event shall soller be entitled to antimostory parties, or to special or consequential damages. In the event of Seller's default or potential anhibits to perform the order, soller shall upon demand by Seyer, deliver to Buyer the raw internals and work-in-process acquired in order, and process, and Buyer may then complete the work, deducting the cost of such raw materials and work-in-process.

BUYER'S PROPERTY

5. BUYER'S PROPERTY

All Specifications, drawings, tools jigs, due, fixtures, materials and other items, which are supplied by Buyer or which are 50 be furnished by Seller as an item or them on this urder shall be confinential. They shall be and remain the public by an acquired to be furnished by Seller as an item or them on the party where the Government or such inches grave loss in acquired to the United States Government or other party where the Government or such inches grave loss in acquired the following the supplied by the suppli or otherwise disposed of with Buyer's written consent. Seller shall without limitation as to time indemnity and save Buyer benuties from all risims which asks be asserted against said property, including without limitation mechanics bens or claims arrang under Soutework Compensation or Occupational Disease aws, and from all claims for injury by pursuing a property arising out of or related to such property unless the same are caused sciety and directly by

Government property shall be controlled and maintained per Appendix B to Defense Appeistion

SUBCUNTRACTIONS

None of the coark contemplace by Buyer as to be performed by Seller under this order shall be subcon-tracted without the prior cristian tousent at Buyer.

7. SPECIFICATIONS WARRANTY: INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be fornished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be constituted as applicable to any use by Seller of drawings or specifications which are owned by the Bovernment aras to which the Government his right to authorize use, in the performance of any direct contract hetween the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Briver. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretations shall be final.

Seller warrants the materials delivered or services rendered on this order to the free from defects in workmanthip, materials, and design, and to be in accordance with Buyer is specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable-for-land save Buyer narmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties.

All material and workmanthip shall be subject to inspection by Buyer, before and after delivery. The Buyer may require Seller to replace rejected material in Buyer may accept any materials that conturn to Seller, swarranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials, not so conforming. Buyer may make 100% inspection or reject an entire thipment if Buyer's sampling plab indicates ejection at the 1% acceptable quality level for such greater or legge percentage as Buyer and Seller inspection, transportation, transportation, re-

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PATENTS

9. PALENTS

Selter warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be tree and clear of infringement of any valid patent, copyright or trade mark. Selter shall save Buyer and its customers harmless from any and all expenses, tability and loss of any kind land the costs and expenses, including torress tees growing out of claims, suits or actions alleging such infringement, which claims, suits or actions alleging such infringement, which claims, suits or actions alleging such infringement, which claims, suits or actions Selter agrees to compose or

All local, state and Federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's

ASSIGNMENT

Seller may not assign munies due or to become due under this order sythout the prior syritten consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions, in any case, assigned accounts shall be subject to set off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer, or Buyer's subsidiaries, against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective aubsidiaries.

12. COMPLIANCE WITH LAW. GRATUITIES Select warrants that the malerials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate. Seller certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof.

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratinty with a view loward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this sexic restricts that be a material breach of each and every contract between Buyer and Seller.

renty shall be a material breach of each and every contract between Buyer and Seller.

INDEMNITY AGAINST CLAIMS

THE CHAPTER HEADING CLARAS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employers, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation insurance and Mojor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller for its subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials amproducts furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

Machinels to be used in the opitormalism of Government contracts may be inspected and tested at all reason able times and places, either before, during enafter manufacture, by Buyer as by the Government agency, concerned, at Buyer's discretion. If inspection and text are made on the gremises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the sale and convenient inspection and texts required by the invariators in the performance of their duty. The foregoing provisions of this Article are supplementers to and not be line or in decognition of the provisions of Article 7 above.

STOP WORK GROSE

STUP WORK CARDER.
The clause set forth in DAR 7-105.3 entitled "Stop Work Order," is made a part hereof, axcept that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" and "contract" shall mean "Buyer", "Contractor" and "contract" shall mean "Buyer", "Contractor" and "contract" inhall mean "Buyer", "Contractor" and "contract" inhall mean to "Elemination for Convenience" clause shearing the reference to "Termination for the Government" shall mean to "mination under the "Termination" clause herein; and the period for asserting a claim shall be 25 days.

The following righter set forth in the Defense Augustion Regulation as in effect at the date of this purchase presentate recommonated herein by reference

	THELE OF CLAUSE	DAR SECTION
9	(Reserved)	(Reserved)
b	Decrain Communist Areas	7 103.15
ľ	Onetract Work Huers and Safety Standards Act-Overtime Compensation	7 103.16(a)
d	Worth Healey Public Contrasts Act	7 (03:17
r	Equiv Caphitonity • •	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Eppyright Infringement	7-103.23
9	Affirmative Action for Disubled Veterans letc I	7 103.27
h	Affirmative Action for Handinapped Workers	7-103.28
1	Buy American Act and Balance of Payments Program	7.104.3
1	Aurice to dissernment of cahor disputes	/ 104.4
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	144	TITLE OF CLAUSE	DAR SECTION
	Retund of Royalties		7 104.8 (6)
n	Brylets in Technical Data and Comp	outer Software	7-104.9 (a) & (b)
	Technical Data - Withholding of P	gyment	7 104.9 (h)
	Excess Profit		7 194,11 (a)
	Military Security Requirements		7 104 12
	Utilization of Smaft Business an	d Small Disadvantaged Business Comperns	7.104 14(a)
	Examination of Records by Compt	roller General	7-104 15
	Priorities,* Allocations and Allotmer	nts	7 104 18 🛷
	Unitization of Labor Surplus Area (oncerns	7-104 20 tal
	Duty Free Entry - Qualifying Cour	stry End Products and Supplies	7-104.32
	Required Source for Jewel Bearings	and Related Items	7-104.37
	Required Sources for Miniature and	Instrument Ball Bearings	7-104.3B
	Audit by Dept. of Defense		7-104.41 (a)
	Required Sources for Precision Con	iponents for Mechanical Time Devices	7-104.46
	Safety Precautions (etc.)		7-104,79 (a) & (b)
	Accident Reporting (etc.)	•	7-104.81

Bit all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Selfer," and in Clauses Li n, p, r, and as only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer would be inappropriate. For the nurpose of the "Refund of Advalties places this Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced

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WHITNEY BARREL CO. INC.

Complete Drum Reconditioning Established 1898

All Types of Steel Drums-Fibre Barrels-Purchases-Sales

256 Salem Street Woburn, Mass. 01801

Phone 933-4520 - 21 ADDRESS SOLD BY

1491

All claims and returned goods MUST be accompanied by this bill.

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WHITNEY BARREL CO. IWC
Complete Drive Reconditioning
Established 1898
All Types of Steel Cruns Fibre Damols Parchages Coles
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WHITNEY BARREL CO. INC.

Complete Drum Reconditioning Established 1898

All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

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Complete Drum Reconditioning
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RAYTHEON COMPANY MICROWAVE AND POWER TUBE OPERATION FOUNDRY AVENUE WALTHAM, MASSACHUSETTS 02254 TELEPHONE: (617)899-8400

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER

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RDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF. CEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

TERMS AND CONDITIONS OF PURCHASE General Provisions

1. ACCEPTANCE

Agreement by Seller to formsh the materials or services hereby ordered, or its furnishing such materials or services in whele reports shall constitute acceptance by Seller of this order subject to flese terms and conditions. In the event that this order idoes not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not sencificatedly agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer. Modifications neced or additions hereto to be effective must be made in writing and be signed by Buyer. Fines terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in viviling by Buyer, constitute the entire agreement between the parties. The rights of both parties hierarchies the in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not ventitable a warver of such rights or of any other rights.

Unless atherwise specified, for shipment at Buyer's risk, when rates are based on released, declared or agreed unity atherwise specified, for shipment at buyer hisk, when rates are done to relegate, necessary of agreement and survey has been rates are done to relegate in the specific maximum value which another to the lowest rate as faring provided in applicable carriers traitly. When applicable tariffs require that the actual value of the shipment be declared, on the bill of lading, the actual value of the shipment must be shown. On all other shipments and of not declare any value of the consolidated on one bill of lading unless achieves of directed. No charges will be allowed for packing, crating, freight, or cartage unless specifically agreed to in equation.

 OS LIVERY-NOTICE OF LABOR DISPITES
 Time is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications of this arder or accreotance of late deliveries, shall constitute waver of this provision. Buyer also reserves the inpin to refuse or return at Seller's his and expense shipments made in excess of Buyer's orders or in advance of foreigned schedules, or this defendance of advance deliveries until scheduled delivery dates. Seller shall
 natify Buyer immediately of any actual or patential labor dispute which is defaying or threatens to defay the timely gerturmance of this order.

4. TERMINATION, BREACH OF CONTRACT: DAMAGES

Bover may, by notice in writing, direct Soller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default. In such event, unless Soller shall have defaulted part of any time, and span terminance negrot, Boyer and Selier shall have the rights and obligations contained in the sub-contracts clause entitled "Termination" set, forth in Section 8.706 of the Defense Acquisition Regulation as amended to the date of this order, which clause is hereby incorporated by reference and made a part hereof. The insolvency or adjudication of bankroptcy of, or the filling of a voluntary petition of bankroptcy, or the making of an assignment for the height of creditors by either party, shall be a material breach hereof. In no event shall Selier be certified to anticepation, crafits, or it is special or consequential dramages, in the event of Seller's default or potential mability to perform this order. Seller shall muon demand by Buyer, deliver to Buyer the raw materials and workship. process acquaired in order to perform under this order, and Buyer may then complete the work, deducting the cost of such completion from the price, or in the alternative pay to Seller the cost of such raw materials and work-in-

BUYER'S PROPERTY

S BUYER'S PROPERTY
All specifications, drawings, tools, july, dies dixtores, materials and other items which are supplied by Buyer or which are in be frincished by Soller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer for the United States Government or other party where the Government or such other party has or argainst title thereon and Buyer shall have the right to enter steller's premises and remove their and only the without being guilty of the spass or insible to Seller for damages of any sort. All such items shall be used outly in the performance of vork under this order unless Buyer contents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government of one Anomalier frame such in the Buyer. Seller shall prominently mark all such items as the property of, and, if directed, the area in which they are located as unmaning property of, Buyer for, as the case may be, of the United States Government or said other party. Seller shall also mark such items, with the corresponding drawing number and/or Government or said other party. Seller shall she make such items on invoices, and shall be responsible for them as an insurer until delivered to Buyer. Seller shall medicate of any such items without Buyer's written consent. The provision of this Article's herein above set forth shall survive delivery and gayment, and remain in full force until all such terms are delivered to Buyer or otherwise disposed of with Buyer's written consent. Sellor shall without limitation as to time admining and askee Buyer, harmless from all claims which may be ascreted against said proporty, including without limitation mechanics hears of property arising under Workman's Compensation or Occupational Disease laws, and from all claims when the content is such property unless the same are deaded and to persons or property arising out of or related to such property unless the same are caused solely and directly by Briver's highligence.

Sovernment property shall be controlled and maintained per Appendix B to Defense Acquisition

Regulation

SUBCONTRACTING

Note of the work contemposed by Buyer as to be aecformed by Selfer under this order shall be subcontracted without the prior written consent of Buyer.

SPECIFICATIONS: WARRANTY: INSPECTION
Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has the right to authorize use, in the performance of any direct contract between the Government and the subcontract.

the right to authorize use, in the performance of any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or catalog description, the specifications shall govern over drawings, over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final. Seller warrants the materials delivered or services rendered on this order to be free from defects in workmanship, materials, and design, and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive acceptance and payment. Seller shall be liable for and save Buyer harmless from any loss, damage or expense whatsoever that Buyer may suffer from breach of any of these warranties. All material and workmanship shall be subject to inspection by Buyer, before and after delivery. The Buyer may require Seller to replace rejected material or Buyer may accept any materials that conform to Seller (warranties, and upon discovery of materials not so conforming may reject or keep and rework any such materials not so conforming. Buyer may make 100% inspection or reject an entire shipment if Buyer (seemals) conforming by a scenario of rework, inspection, transportation, re-packaging and/or re-inspection by Buyer shall be at Seller's expense.

CHANGES

8. CHANGES

Buyes shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. If such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be neglotated promptly and the order shall be modified in writing accordingly. Any Claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of notification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

PATENTS

9. PATENTS

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (and the costs and expenses, including torneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to conspose or

All local state and Federal excise, sales and use taxes, when applicable, shall be stated suparately on Seller's

Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set-off, recoupment or other claim of Buyer or Buyer's subsidiaries against Seller. Buyer shall have the right at any time to set off any amount owing Iron Seller to Buyer, or Buyer's subsidiaries, against any amount due and powing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries.

COMPLIANCE WITH LAW: GRATUITIES

2. COMPLIANCE WITH LAW: GRATUITIES

Selter warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 5, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate. "Selter certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice; it has fully complied with Sections 8, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof."

Selter warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this war ranty shall be a material breach of each and every contract between Buyer and Selter.

INDEMNITY AGAINST CLAIMS

Seller shall indemnify Buyer against all loss on account of claims of injury to persons functioning death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liabitity, Property Damage, Employer's Liabitity and Compensation insurance and Motor Vehicle Liabitity (Personal Injury and Property Bamage) as will protect Seller for its subcontractors) and Buyer from taid risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials emproducts furnished are for use in connection with a Government contract or subcontract, in addition, to the above provisions, the following provisions shall apply,

INSPECTION

14. INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reasonable times and planes, wither before, during an after manufacture, by Buyer or by the Government agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Selter or Selter's subcontractor, Selter shall be used to without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required over the respectors in the performance of their duty. The foregoing provisions of this Article are supplementary to and not in lieu or in deringstian of, the provisions of Article 7 above.

STOP WORK GROER

The SEPP WORK ORDER in DAR 7-105 1, entitled "Stop Work Order," is made a part hereof, except that where used toerem the terms "Government" and "Contracting Officer" shall mean "Buyer", "Contractor" and "contract" shall mean "Seller" and "Purchase Order" respectively; the reference to "Termination for Convenience" clause shall mean termination clause herein, the reference to termination iffor the convenience the Government" shall mean termination under the "Tormination" clause herein and the period for asserting a claim shall be 25 days.

16. The following clauser set forth in the Defense Acquisition Regulation as in effect at the date of this purchase under lark induporated herein by reference.

	TITLE OF CLAUSE	DAR SECTION
3	(Reserved)	(Reserved)
ь	Gertein Communist Arcas	7-103.15
:	Contract Work Hours and Safety Standards Act - Overtime Compensation	7-103.16(a)
đ	Waish-Reality Public Contracts Act	7-103.17
2	Equal Ongorounit,	7-103.18 (a)
1	Notice & Assistance Regarding Patent and Copyright Intringement	7-103.23
η	Affirmative Action for Disabled Veterans (etc.)	7 103.27
h	Affirmative Action for Handicapped Workers	7-103.28
1	Buy Armican Act and Balance of Payments Program	7 104.3
1	Notice to Government of Lahor Disputes	7 104.4
i.	Colony of the ent Appropriations	7 104.6

	TITLE OF CLAUSE	DAR SECTION
i	Refund of Royalties	7-104.8 (6)
m	Rights in Technical Oata and Computer Software	7-104.9 (a) 8-(6)
0	Technical Data Withholding of Payment	7 104 9 (h)
o	Excess Profit	7 104 11 (2)
ρ	Military Security Requirements	7 104.12
Q	Utilization of Small Business and Small Disadvantaged Business Concerns	7.104.14(a)
r	Examination of Records by Comptroller General	7-104-15
	Priorities, Allocations and Alloiments	7 104 18
:	Utilization of Labor Surplus Area Concerns	7-104.20 (a)
ı	Outy Free Entry - Qualifying Country End Products and Supplies	7 104.32
,	Required Source for Jewel Bearings and Related Items	7-104.37
N	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
	Audit by Dept. of Defense	7-104.41 (2)
,	Required Sources for Precision Components for Mechanical Time Devices	7-104.46
ı	Safety Precautions (etc.)	7-104.79 (a) & (b)
3	Accident Reporting (etc.)	7-104.81

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses I, j, n, p, z and as only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purpose of the "Refund of Royalties" clause (I), the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced



RAYTHEON COMPANY MICROWAVE AND POWER TUBE OPERATION FOUNDRY AVENUE WALTHAM, MASSACHUSETTS 02254 TELEPHONE: (617) 399-8400



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DER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF. CEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

OF INSURANCE IN VIOLATION OF PARAGRAPH 2 OF TERMS AND CONDITION OF PURCHASES WILL NOT BE ACCEPTED. COUNT PERIOD WILL BE MEASURED FROM DATE OF RECEIPT OF INVOICE OR MATERIAL WHICHEVER IS LATER.

TERMS AND CONDITIONS OF PURCHASE VANCEDING

51-29-95-12

The control of the co serves the hight to reluse or intorn at Sela-c risk and expense shipments made in excess of Boyer's orders or or advance of required schedules as to belie maximum on a winde deliveres until scheduled delivery dates. Seller shall netity Buyer immediately of any action as potential labor dispute which is delaying or the atens to delay the timely REQUISITIONER: PAT PROPERTIES

TERMINATION: BREACH OF COUTRACT FAMAGES

Buyer may, by outce in writing deept Seller to terminate this order or work under this order in whole or in part at any trine, and such termination ships not coasts into a default. In such ewart, unless Seller shall have defaulted or being default in performance beyond. So, ex and Seller shall have the rights and abligations contained in the subcoftragity eigens lengthing of Servingham is not done to be substagity eigens lengthing of Servingham is not done to be subsub-mended to the date of this order, which clause is hereby incorporated by reference and made a part hereof, the
subsupercy or adjudentation of bankinghry oil, or the filting of a voluntary petition of bankinghow, or the making of an
assignment for the benefit of creditors by either narry, shall be a material breach hereof. In no event shall Seller be nosephinent for the details in the tree to a special or consequential distance. In the event of Steller's default or potential inability to perform this order. Seller shall inpo demand by Buyer, deliver to Buyer his new macrosis and worken process angived injudice; to potential money to macrosis and worken process angived injudice; to potential mode, this council and superform the price, or in the atternative pay to Soller the cost of such raw materials and worken.

BUYER'S PROPERTY

5. BUYER'S PROPERTY

Alt specifications, drawings, tools, joys, does, fortures, moternals, and other items which are supplied by Boyer or which no to be foreigned by Selec 3, an item or tems on the order shall be amiddential. They shall be and remain the proporties of Boyer for of the United States Government or other party, where the Government or such other party which has ocadiquize of the United States Government or other has been supplied by the proporties of the proporties of the proporties of the party in the performance of work under this order onless Suyer contents otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use, the Selec may use such items within accovered by the Government or which the Government has the right to use, the Selec may use such items in the performance of any direct contract active on the Selec and the Government, or an innerteference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Boyer. Select shall promised by Selection states as the property of and, if directed, the areas is which here party), believ shall also note shall similarly list all such terms an involve and other party). Select shall not dispose of any such items without Boyer's written consent. The provisions of this Article 5 herem above set forth shall service delivery and payment, and remain in full force until all sid items are delivered to Boyer. or atherwise disposed of with Sover's ceriften consent. Seller shall without finitation as to time indemnity and save Buyer harmless from all dating which may be asserted against said property, including without horisting nections a lines or dating arriving under Wortshall. Compensation of Occupational Ossascialas, and from all caters for injury to persons on grunning arising out of or relisted to such property unless the same are covided totally and directly by

Bover's negligence.

Government property staff he controlled and maintained per Appendix B to Defense Acquisition Regulation

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None of the work contemplated by Barry at to be performed by Seller ander this order shall be subton fracted without the orial written so (ω) of Boyer

1. ACCEPTANCE
Agreement by Solic to furnish the materials or various heads of the materials or various materials or services or entitle or in part. Pall construits acceptance by Solic of this order schicet to these terms and conditions, and the press or conditions and drawings shall not be furnished or quoted to any services or entitle the services of entitle the services and conditions. Any terms or conditions promoved by Seller inconstruction which is has not serviced and conditions. Any terms or conditions the service most family agreed to by Bever Voidybachous him of the amountment of the services of th

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CHANGES

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Buyer shall have the right by written order to suspend work, or to make changes from firme to time in the services to be endered or the insternals to be furnished by Selfer herender. If such isospansion or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Selfer of notification of the change or suspension, and shall be followed as soon as practicable with specification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Selfer from practiceding with this purchase order as changed.

PATENTS

9. PALENTS

Sollor warrants that the sale use or incorporation into manufactured products of all machines devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any-value page, and one of the product of

All local, state and Federal excise rates and usertaxes, when applicable, shall be stated separately on Seller invoice. SE 61 28 :300 0.35

Soller may not assign mones due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's standard conditions. In any case, assigned accounts shall be subject to set of recogning or other claim of Buyer or Buyer's subsidiaries against seller. Buyer shall have the right at any time to set off physiological bytogogon byter to Buyer, in Buyer's subsidiaries abainst seller. Buyer shall have the right at any time to set off physiological bytogogon byter to Buyer; in Buyer's subsidiaries abainst any another due to and diving to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer Sad Seller or their dispectives bytellights.

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13. INDEMNITY AGAINST CLAIMS
Seller shall indemnify Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Seller shall also maintain such Public Liability, Property Damage, Employer's Liability and Compediation insurance and Motor Volucte Liability Pleisonal Injury and Property Damage? as will protect Seller for its subcontractors) and Boyer from said risks and from any claims under any applicable Workmen's Companies and property Damage? Occupational Ditease statutes

Government Contract Provisions

When the instantal or products formished die for essim connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

Makertals to be used in the declaration and Government contracts may be inspected and rested at all crasen able times and discer, either before, during or after manufacture, by Boyer, or by the Government agency concerned, at Boyer's discretion. If inspection and test are made on the premises of Selfor or Selfer's concentrator, Selfer's half-furnish without additional charge all craserable facilities and assistance for the safe and convenient inspection and tests required by the respectors in the performance of their duty. The foregoing provisions of this Article are suiple member to suid out in view or it pergaphing or the provisions of Article Fabove.

SCOP WORK GADER

15. STOR WORK (PADER The reason of the Control of t mean termination under the "Termination" Paus- Gerein, and the period for asserting a claim shall be 25 days

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	THILE OF CLAUSE	DAR SECTION
8	(Reserved)	(Reserved)
ь	Certain Communist Areas	7 103.15
ξ	Contract Work Hours and Safety Streidards Act - Contract Compensation	7 103.16(5)
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f	Notice & Assistance Regarding Patent and Copyright Introdument	J-103,23
q	Affirmative Action for the bled Victorians (etc.)	7 103 27
h	Affirmative Action for Handicepties Workers	7-103 28
1	Buy American Act and Galance of Payments Program	7.104.3
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ţ	a	Duty Free Entry - Qualifying Country End Products and Supplies	7-104.32
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	w	frequired Spurces for Miniature and Instrument Ball Bearings	7-104.38
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	2	Safety Precautions (etc.)	7-104.79 ta) & (b)
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In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses f. j. in an instant Cause neem agree inter an extent Contractor Should be detent to read "Government and or New Sign in p. 2 and as only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer except in those places where such change with respect 22. "Government and "Contracting Officer" social be inappropriate. For the purposes of the "Refund of Royaties" classe (i) the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced.

AUTHORIZED STENATURE

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WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898

All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

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WHITNEY BARRE, CO. INC.
Complete Drum Reconditioning
Established 1898
All Typus of Steel Drums Fibra Sarrets-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
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RAYTHEON COMPANY

MICROWAVE AND FOWER TUPE OPERATION FOUNDRY AVENUE

WALTHAM, *ASSACHUSETTS 02254 TELEPHONE: (617)899-8400 THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER

31-29-PS-26454

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DER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF. EPTIONS MUST BE ACKNOWLEDGED IN WRITING.

TERMS AND CONDITIONS OF PURCHASE

General Provisions

Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services in whole or in part, shall constitute acceptance by Seller of this order subject to the erms and conditions. In the event, that this order does not state price or delivery. Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in raddition to the terms and conditions of purchase herein contained shall be void and of note unless operitically agreed to by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and he signed by Buyer. These terms and conditions together with such modifications and writis to the data relating to price and delivery a spir accepted, or writing by Buyer, constitute the entire agreement between the parts. The rights of both parties, hereonder shall be in addition to their rights and remedies at law or equity. Failure at Buyer to enforce any of its rights shall not constitute a waive of such rights or of any other rights.

 SHIPPING DIRECTIONS
Unless strength of the shipment at Buyer's risk, when rates are based on released, declared or agreed
salvation. The full of Fading will be annotated to show that the shipment is released at the specific maximum value. supration the fall of reging with de annotation and the supration that the supration the large as the knowledge and the which analise to the lowest rate or rating grounded in applicable carries? surfers, When applicable striffs require that the notical value of the shipment must be shown. On all inter shipments, do not insure and do not heclare any value.

All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwish dispense. All items shipped in one day from and to a single location must be consolidated on one bill of lading unless otherwish dispense. All items shipped in one day from and to a single location must be consolidated on one bill of lading unless successful.

3. OSCIVERY, NOTICE OF LABOR DISPUTES. There is and shall remain of the essence of this order, and no acts of Buyer, including without limitation modifications of this order or accordance at late deliveries, shall constitute waiver of this provision. Ruyer also received the light to relate or return of Salle, closes and expense shipments made in excess of Buyers orders or rational or frequent schedules acts index asymmetrian advance deliveries until scheduled delivery dates. Seller that city Bright indicated and acts of the provisional order of the order.

FRAMINATION BREACH OF CONTRACT CAMAGES

6. SERMINATION BREADS OF ROMERACT CHARAGES

Buyer may, by natice in corring, nined Selver to terminate this order or work under this order in whole or in part at one time, and such termination shall not constitute a default, in such event, unless Selver shall have defaulted or be a default in performance hereof buyer and Seller shall have the rights and obligations contained in the sub-contract clause, entitled "Termination" sat forth in Section. 8-706 of the Defense Acquisition Requisition Republic assignment of the date of this order, which clause is hereby incorporated by reference and mapper a part heriot. The insolvency or adjudication of bankruptcy of, or the faling of a voluntary petition of bankruptcy, or the making of an assignment for the benefit of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to undergratery around, or to socially or consequential damages. In the event of Seller sociality or potential inability to perform this order, Seller shall upon demand by Duver, deliver to Ruyer the rest instances and such complete or from the price, or in the alternative pay to Seller the loost of such raw materials and worken-process.

BUYER'S PROPERTY

5. BUYERUS PROPERTY
All specifications, drawings, mols, jigs, dies, fixtures, materials and other items which are supplied by Buyer
or which are the beforeshed by Selle, as an item or items on this probe shall be considerated. They shall be and retioan the property of Bayer (as of the finited States Government or other party where the diovernment or such
ther party Pair or adjourneshed therefore and Bayer shall have the right to enter Seller, brown where the
at any time without being guilty of tropass or liable to Seller for damages of any sort. All such terms shill be used
there is no incomparable to five the mole this proper consents otherwise in writing, except that as to any
such items which are owned by the Government or which the Government has the right to use, the Seller may use
such items in the performance of any direct contract between the Seller and the Government, on a non-interference
to the Govern Seller shall promisently mark all such items as the property of, and, if directed, the area in which they
party? Seller shall promisently mark all such items as the property of, and, if directed, the area in which they
party? Seller shall shall an mark such items with the corresponding drawing number and/or Government or ward ather
party? Seller shall not dispose of any such items without Buyer's written consent. The provisions of this Article 5 herein
above set forth shall survive derivery and poyment and remain in full force until all said items are delivered to Buyer
or utherwise disposed of each Buyer's written consent. Seller shall without fination as it time indemnate and and of therewere displayed of with Buyer's written consent. Seller shall without limitation as to time indemnify and rave Buyer harmless from all claims which mits be asserted against said property, including without limitation mechanics into a modern a radia under Workmen's Compensation or Occupational Disease laws, and formal claims for indexy to present we property tristing out of or related to such property unless the faims are caused solely and directly by Buyer's neebbennee

Government property shall be controlled and maintained per Appendix B to Defense Acquisition

SUBCONTRACTING

Name of the sorth contemplated by Royer as to be performed by Selle, under this order shall be subcontracted within this prior written current of theses.

SPECIFICATIONS, WARRANTY, INSPECTION

Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's vitez consent. The foregoing shall have be construct as explicable to any use by Solite of drawings are specifications which are awned by the Government or as to what the Government shall be right to authorize use, or the performance of any direct contract between the Government and the viduoration on a non-interference basis, provided the Government gives written notice of use the task flager. In the event of southful between specifications, drawings, samples, designated type, part movines or catalog description, the specifications shall govern over drawings over samples, designated type, part movines or catalog description, the specifications shall govern over drawings over samples, whether or not approved by Buyer, and samples over designated type, part movines or catalog description, the specifications shall govern over drawings over samples, whether or not approved by Buyer, drawings, or other requirements of this order. Seller must, before proceeding, consuit Buyer, whose written interpretation shall be final, solver warrants the materials delicated with Buyer's specifications, crawings, or other requirements of this order. Seller must, before proceeding, consuit Buyer, whose written interpretation shall be final, solver shall be materials buyer and the materials buyer as a constitution of the materials of elever or any accordance, which is the final solver from the catalog of the proceeding and the materials during the material and works and shall survive occupance with Buyer specifications, considering the surviver require Seller to be more injected associal or Buyer may accord any materials that customs to Seller's warrants.

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But as shall have the right by control order to sospend work, or to make changes from time to time on the services to the rendered or the materials to be foreighed by Seller her under. If such supposed or the materials to be foreighed by Seller her under. If such supposed or thereges cause an inbisity is decreased in the time required for the personnessed, an equitable solution of define or personnessed, an equitable for adjustment or enrich social materials and excited in writing operating. Any allows the Seller for adjustment or enrichs occase must be assented in writing works 30 days from the unit is, concept by Seller of notification or the observed as examples of and shall be borrowed as work as per table with condition of the amount among and improved goast changes, however, nothing berein shall excise one Seller for no receipting with this number of erichards.

Softer warranty that the city case or incorporation outoinsendantified products of all machines, devices and material for other presentate where our not of Beyer's design composition or manufactory shall be fire and clear of interpretential any valid patient, convicing much. Seller shall save Buyer and its customers harmless from any and all expenses, liability and loss of any kind land the costs and expenses, including accorners fees) growing out of alzers, soits or actions alleging such infringement, which claims, soits or actions Seller agrees to compose or

All jures, state and hederal acase, sales and use taxes, when applicable, shall be stated separately on Saller's

ANSIGNMENT Seller may not assign monies due or to become due under this order without the prior written Consent of Briyet which well orderand, he given subject to Buyer's standard conditions. In now case, assigned accounts shall be takined to the order of the order of Briyet or Briyet's publisheries against a differ buyer that have the light as the time to see of any continuous man Seller to Buyer, or Briyet's sub-discount most any abound due are owing to Select or any other contractual agreement. between Buyer and S.M.: or their respective subsidiaries.

12. COMPLIANCE WITH LAW- CRATUITIES
Saller warrants that the materials to be furnished and the services to be reintered under this order, and the clastes of property described in Article 5, shall be manufactured, sold and used or comprising with all relevant Federal, state and focal laws and regulations. All revices must carry the following peritables. Ciscle receiting that each to the production of inevariales and for the period mance of the service row and by the invoice, it has fully comprised with Sections 5, 7, 12 and 15 of the Fair Labor Standards. Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 19 thereof."

Selfac ovariant that it has not offered or given and will not offer of give to any employee, agent or representive of Buyer any grafitity with a view toward section 19 the lawyer any grafitity with a view toward section 19 the form Buyer or influencing such person with respect to the terms, confidence or performance of any contract with or order from Buyer. Any breach Michigan contract between Buyer and Selfer.

ENDERSHEET AG TIMET CLAIMS Selfer shall indominely Buyer against all foss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors. Selfer shall also maintain such Public Liability, Property Damage, Employer's Liability and Compensation inscrinces and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller for its indicontractors of the Provinces and Property Damage and Motor Vehicle Liability (Personal Injury and Property Damage) as will protect Seller for its indicontractors of the Provinces and Property Damage an

Government Contract Provisions

When the materials proproducts furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

Materia: to be used in the performance of Government contracts may be inspected and tested at all responmaterials to be used in cost perioring or after manufacture, by Buyer in the provisions after the same agency concerned, at Buyer's discretion. If inspection and test are made on the premises of Seller or Sellar's subcontractor, Seller shall runner, without additional charge afterasionable facilities and assistance for the safe and convenient inspection and tests required by the isospectors in the performance of their duty. The foregoing provisions of this Article are supplementary to, and not in heir or in decogation of, the provisions of Article 7 above.

The classifier of the Character of the Contracting Con mean termination under the "Termination" clause herein, and the period for asserting a claim shall be 25 days.

The following clauses set forth in the Defense Acquisiting Regulation as in effect at the date of this purchase notes are objectively three by reference

	Figure of Chause	nam section
a	(Reserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act-Overtime Compensation	7-103.16(a)
d	Walkin-Healey Public Contracts Act	7:103.17
g	Equal Caportanity	7-103.18 (4)
ſ	Notics & Assistance Regarding Patent and Copyright Infringement	7-103.23
ç	Affirmative Action for Disabled Veterans (etc.)	7 103 27
h	Affirmative Action for Handirapped Workers	7-103.28
	Buy American Act and Balance of Payments Program	7 104 3
1	Notice to Go promone of Labor Disputes	7-104.4
1;	Filter of Private Apprications	7 104.6

	TITLE OF CLAUSE	DAR SECTION
1	, Return of Baymoss	7 104 8 (b)
m	Builits in Technical Data and Computer Software	7-104 9 tal & :61
п	, Technical Data - Withholoing of Payment	7 104.9 (E)
0	Excess Profit	7 194.11 fal
1	1. Jacy Security Requirements	7.104,17
-	Bull Lation of Small Bullings, and Small Disadeantaged Business Concerns'	7 103,1115
r	Example of Corollis to Comptrate General	7 10-3 15
5	Priorities, Alterations and Afforments	7 104.18
t	Unitization of Lakor Surplus Area Concerns	7-104 20 (a)
U	Buty Free Entry - Unaidying Country End Products and Supplies	7 104 32
٧	Regulared Legislative Rearings and Pakited Items	7-166.37
¥Ψ	Languaged Sources for Miniature and Austrument Ball Bearings	7 104 38
x	Audit by Deat, of Onforse	7(104.41 (a)
у	Required Sources for Precision Components for Mechanical Time Devices	7-194.46
z	Safety Precautions (etc.)	7-104.79 (3) 8 (5)
25	Accident Benorting leta.)	2-104.81

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses t. j. mean party chapter in another interest the contractor of the read "Covernment and or Buyer" and the term "Covernment" shall be deeried to read "Covernment and or Buyer" and the term "Contracting Officer is read "Covernment and or Buyer" except to those places where such change with respect to those places where such change with respect to the covernment and covernment is a superior of the contracting of the desired of the "Refund of Adopting changes the Buyer shall be deemed to be the "Contracting Officer" and the "Devenment i relevenced therein."

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Thank You!

WHITNEY BARREL CO. INC.
Complete Drum Reconditioning
Established 1898

All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

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Complete Drum Reconditioning
Established 1898
All Types of Steel Orume-Fibre Darrels-Purchaosa-Sales
256 Salem Street Woburn, Mass. 01801
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RAYTHEON COMPANY MICROWAVE AND FOWER TUBE OPERATION FOUNDRY AVENUE WALTHAM, MASSACHUSETTS 02254 TELEPHONE: (617)899-8400

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RDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF. CEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

TERMS AND CONDITIONS OF PURCHASE 1 1 14 1 1

General Provisions (1) 7 1 43 4 3 7 3 5 , 3 2 4 Y 1 2 V

ACCEPTANCE

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Agreement by Seller to furnish the materials or services hereby ordered, or its furnishing such materials or services who whole or impact, shall constitute acceptance by Seller of this order subject to these terms and conditions, in the ident characteristic delivery. Buyer will not be bound to any process or delivery to make the discovery and conditions. Any terms or conditions promoted by Seller inconsistent unions specifically agreed in various. Any terms or conditions to the terms and conditions. On the terms and conditions of our crease herein contained shall be void and of no effect unless specifically agreed in various. Any terms or conditions that this process or delivery to an expectability agreed in various. Any terms or conditions that this process or delivery to an expectation of the terms and conditions, to agree with such modifications and with such data accounts and the submitted in the covernment of any their conditions and with such data accounts and being the parties hereunder shall be in addition to their rights and remetics at low or equity. Failure of Buyer to antice any of its rights shall not constitute a waiver of such rights and remetics at low or equity. Failure of Buyer to antice any of its rights shall not constitute a waiver of such rights and any other parties hereunder shall be in addition to their rights and any other parties hereunder shall be in addition to their rights and any other parties hereinders, the failure of Buyer is a specific and the parties of the failure of the failur

SELIVERY NOTICE OF LABOUR DISPUTES.

From it and shall repeate of the essence of this order, and no acts of Revier including without library and indulations is the vertex for enter or inceptance of the entertex, shall constitute winner of this provision. Buyer and reserves the right to refuse or return a seller close and expense shipments made in oxcess of Buyer's orders or in accessed of one would secondale, to to dolor payment an advence deliveres until scheduled arrivery date. Seller shall entire incredigitarity of they entually now intal labor dispute which is deliving or threatens to delay the to may be formation or the order.

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SHYER'S PEOPLETY

5. BUYER'S PROPERTY.

All specifications drawings, tools, jug, dies fixtures, materials and other items which are supplied by Buyer or which are conditionated by Better as an item or items on this order shall be confidential. They shall be and is man the property, or Buyer for of the United States Sovenment or other party where the Government or such other party. Soc or adjusted fifth threefolds on Guyer, half have firstly all representations of the party where the Government or such only in the performance of work under into order unless Buyer consens otherwise in writing, except that as to any such items which are owned by the Government or which the Government has the right to use. The Seller may use such items which are owned by the Government or which the Government has the right to use. The Seller may use such items which are owned by the Government or which the Government has entire to give an on-interference basis, after the Government has entirely and its such items as the property of and, if he netted, the area in which into particle Seller shall promisently many also such items as the property of and, if he netted, the area in which into particle. Seller shall be a containing approperty of 12 topes or in, as the case may be, of the Decire State Comment or stand other particle. Seller shall not dispose of any such items with the corresponding drawing number and/or ficepriment to use his. Seller shall not dispose of any such items without Buyer's written consent. The provision of this Article 5 herein shows set forth shall survive delivery and payment, and remain in full force and all said items are derived to Buyer. on or otherwise dispused in the first Buyer's evitan consent. Seller shall without limitation as to time indemindly and save Buyer harmlers from all claims which may be asserted against said property, including without limitation may be asserted against said property, including without limitation may be asserted against said property, including without limitation may be asserted against soil property. Including without limitation may be asserted against said property, including without limitation as to time and claims for including the continuous actions of the continuous continuous actions of the continuous actions of the continuous continuous actions of the continuous continuous actions of the continuous to persons or properly aroung had of or related to such property unless the same are chased solely and directly by

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SUBCONTRACTING

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11. ASSIGNMENT Soller may not resign monnes due ur to become due under this order-twithoet the briar written consent of Buyer solver wind contention by given subject to Buyer's standard conductors, in our case, assumed accounts shall be subject to resid. Techniques or other from of Buyer or Buyer's subsidiaries against Soller. Buyer shall have the configuration or the residuance of the properties of the subject of Buyer's subsidiaries, solved account of the properties of the subject of the subsidiaries against and windows and boxing the Buyer's buyer or Buyer's subsidiaries against and windows and boxing the Buyer or Buyer's buyer or buyer of the subject of and leaving the Settle between Sugar and Seile, or their respective subsidiaries.

COMPLIANCE WITH LAW GRATUITIES

12. BOMFLIANCE WITH LAW, GRATHLITES
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Sellor warrants that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer any instructive wave toward securing any business from Buyer or influencing such personal to the specific for the terms not of a size preference of supernative of the terms not it is not offered or given and will not offer or give to any employee, agent or representative of Buyer any instructive and acceptance of supernative of supernative burders. Buyer and Society of the supernative blood of the supernative burders burders and Society.

NUCLINITY AGAINST CLASSIS

13. INDUSTRIES ANALYST CLASMS
Selber shall adominely Buyer against all loss on account of claims of injury to persons including death ordinage to properly which may result in any way from any action omission of Seller, or of its agent; employees, or subcreasocros. Seller shall also maintain such Public Eablity, Properly Domage, Employer's Cability and Compensation insurance and Motor Vehicle Lizability (Personal Injury and Properly Domage) as well protect Seller for its summer or storm of Payer to be said refs and from any claims, under any applicable Workmen's Compensation or Occupational Course Satures.

Government Contract Provisions

When the materials or products furnished are for use in connection with a Government postract or subcontract to addition to the above provisions, the following provisions shall apply

Materials to be used in the performance of Government contracts may be inspected and tested at all reason able times and place, either before during or after manufacture, by Buyer at by the Government agency concerned, at Buyer's discretion, if inspection and test are made on the primises of Seller or Seller's subcontractor, Seller shall firmsh without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors and the performance of their duty. The foregoing provisions of this Article are supplementary to and not in firm in derivation of the provisions of Article 7 above.

STOP WORK OGDER

15 STOR WORK ORDER.

The chause set forth in DAP 1 (05.1), entitled "Stop Work Order, is meet a part merent, except that where used therein the corns "Government" and "Contracting Officer" shall mean "Bover", "Contractor" and "contract that mean "Selter" and "Purmase Order" respectively: the reference to "Termination for the Government" phases shall mean its "Termination" clause herein the reference to termination "for the convenience the flower ment," that mean termination under the "Termination" plause herein, and the period for asserting a claim shall be 25 days.

16. The Labouring courses set for the options Acquisition Regulation as in effect at the page of this purchase under one of the page of the purchase under one options and repeat and the page of the purchase.

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	TITLE OF CLAUSE	DAR SECTION	×
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b	Certain Communist Areas	7-103.15	Z
ç	Contract Work Hours and Safety Standards Act-Overtime Compensation	7-103.16(a)	aa
-5	Walsh Healty Outline Contracts Act	7-103.17	
2	Equal Capustants	7-103.18 (4)	1 4
f	Notice & Assistance Regarding Patent and Coppyright Indingement	7-103 23	
9	Affirmative Action for Disabled Veterans, 215 !	7 103.27	In i
b	Affirmative Action for Handinapped Workers	7-103.28	n, Co
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In all DAR classes herein above listed, the torm "Contractor" shall be deemed to read "Seller," and in Clauses f. s. in, p. z. and all nniv, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer is could be magaproprise. For the anison of the "Refund of Advances" beauty to the disvershall be deemed to us the "Contracting Officer in the "Government" referenced

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WHITNEY BARREL CO. INC.

Complete Drum Reconditioning
Established 1898

All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
Phone 933-4520 - 21

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Complete Brum Reconditioning
Established 1898
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256 Salem Street Woburn, Mass. 01801
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RAYTHEON COMPANY

MICROWAVE AND POWER TUBE OPERATION FOUNDRY AVENUE WALTHAM, MASSACHUSETTS 02254
TELEPHONE: (617)899-8400

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31-29-PS-71263

AUCEPTANCE

Approximately. Seller to forcesh the materials of services hereby ordered, or its furnishing such materials of services in whole or an most shall constitute acceptance by Seller of this order subject to these terms and conditions. In the event that this order days not state price or delivery, Buyer will not be bound to any prices or delivery to whole it has not specificably agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase berein contained shall be void and of no effect unless specifically agreed to by Buyer. Notifications beaution for additions hereful to be effective, must be made unwriting and be signed by Buyer. These terms and conditions together with such modifications and with such data relating to price and delivery as one accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereander shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights shall not constitute a wriver of such rights or of any other rights.

3. DELIVERY: NOTICE OF LABOR DISPUTES

Time is and shall remain of the essence of this order, and no acts of Buyer, including without fimitation modifications of this order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer's orders or in educance of required schadules in to deter payment on advance deliveres until scheduled delivery dates. Seller shall notice Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely notice that the order of this order.

REGITSITIONER: FAT CETTER TO SEE TO S

4. TERMINATION. BREACH OF CONTRACT: NAMAGES

Caver may, by notice in writing, direct Seller to terminate this order or work under this order in whole or in part at any time, and such termination shall not constitute a default, in such event, unless Seller shall have defaulted in performance herein. Buyer and Seller shall have the rights and obligations contained in the sub-contract. Hasse, which has on the sub-contract. Hasse, which has one in Section 8-706 of the Beleng Acquisition Regulation as antended to the date of this order, which hastes is hereby incorporated by reference and made a part hereof. The insolvence or adjudication of bankupity of, or the lings of a voluntary petition of bankupic, or the making of an assignment for the hearest of creditors by either party, shall be a material breach hereof. In no event shall Seller be entitled to abstraction to an infinity or contential. entitled to anticipatory profits, or to special or consequential damages. In the event of Seller's default or potential inability to perform this proof, Seller shall upon demand by Buyer, deliver to Buyer the raw materials and work-inprocess accounted instructive to destroin under this prode, and Buyer may may also can be the work deducting the cost
of such commercian from the price, or in the alternative pay to Seller the bost of such raw materials and work-in-

5. BUYER'S PROPERTY
All specifications, drawings, tools, pgs, dies, fixtures, materials and other items which are supplied by Buyer or which are to be furnished by Seller as an item or items on this order shall be confidential. They shall be and remain the property of Buyer for of the United States Government or other party where the Government or such other party has or acquires title thereto) and Buyer shall have the right to enter Seller's premises and remove them other party has on acquires title therein) and Buyer shall have the right to enter Seller's premises and remove them gat any time without beging quifts or fiversast, or cluble, to Seller, for damages of any sort. All such items shall be used only in the parformance of sold build the foreelumes Buyer continued the writing, except that as to any such items which are nowned by the Government or which the Government has the right to use, the Seller may use such items in the performance of any direct contract between the Seller and the Government, on a non-interference basis, after the Government has expressly authorized such use in writing with written notice of such authorization to the Buyer. Seller shall promisionally make all such items as the property of, and, if directed, the area in which they are o-cated as containing property of. Buyer for, as the case may be, of the United States Government considering party. Sofler shall such airch such thems with the corresponding drawing number and/or Government combiner. Seller shall similarly list all such items on invoices, and shall he responsible for them as an insurer until delivered to Buyer. Seller shall make the dispose of any such items without Buyer's written consent. The provisions of this Article 5 beautions above set forth shall survive delivery and payment, and remain in full force until all said stims are delivered to Buyer or otherwise disposed of with Buyer's written consent. Seller shall writhout limitation as to time indemnify and save Buyer harmless from all claims which may be asserted against stand without limitation mechanic's Buyer harmless from all claims which may be asserted against said property, including without limitation mechanic's heas or claims arising under Workmen's Compensation or Occupational Disease laws, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence Government property shall be controlled and maintained per Appendix B to Defense Acquisition

Regulation.

SUBCONTRACTING

Note of the work contemplated by Buyer as to be performed by Seller under this order shall be subcontracted without the prior written consent of Buyer.

materials or conditions. Wantan't Night no.

Material made in accordance with Buyer's specifications and drawings shall not be construed as applicable to any other passon or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any other passon or concern without Buyer's written consent. The foregoing shall not be construed as applicable to any the tripht to authorize use, in the performance of any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government gives written notice of such use to Buyer. In the event of conflict between specifications, drawings, samples, designated type, part number or realing description, the specifications shall govern over drawings over samples, whether or not approved by Buyer, and samples over designated type, part number or catalog description, in cases of ambiguity in the specifications, drawings, or other equirements of this order. Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

Seller warrants the materials delivered or services rendered on this order to be free from delects in werkmanthin materials, and designs and to be in accordance with Buyer's specifications, drawings and/or samples in all re-

of its rights shall not constitute a wriver of such rights or of any other rights.

2 SHIPPING DIRECTIONS
Unless atherwas specified, for shipment at Buyer's tisk, when rates are based on released, declared or agreed valuation, the full of sading will be annotated to show that the shipment is released at the specific maximum value which admires to the lowest rate or rating provided in applicable carriers' tariffs. When applicable carriers' tariffs renume that the octaal value of the shipment declared on the whill of lading unless the rectual value of the shipment declared on the full of lading unless the shown.

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8. CHANGES

Buyer shall have the right by written order to suspend work, or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder. It such suspension or changes cause an increase or decrease in the cost of performance of this order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by Seller of motification of the change or suspension, and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures; however, nothing herein shall excuse the Seller from proceeding with this purchase order as changed.

Seller warrants that the sale, use or incorporation into manufactured products of all machines, devices and material furnished hereunder which are not of Buyer's design, composition or manufacture shall be free and clear of infringement of any help factor, copyright or trade mark. Seller shall save Buyer and its customers harmless from any and all expenses, flability and loss of any kind (and the costs and expenses, including attorneys fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions Seller agrees to compose or

All local, state and Federal excise, sales and we taxes, when applicable, mail by smale separately on Seller \$8 **20 20 :300 0.**00

ASSID-MANNO A Seller may not assign monies due or to become due under this order without the prior written consent of Buyer, which will ordinarily be given subject to Buyer's Read-all conditions. A pay base, space accounts shall be subject to set off, recomment or where claims of Buyer's subsidiaries against En Buyer is Buyer at Buyer is subsidiaries against En Buyer shall have the right at any time to set off any amount owing from Seller to Buyer, or Buyer's subsidiaries, against any amount due and owing to Seller or any of its subsidiaries, pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries,

COMPLIANCE WITH LAW: GRATUITIES

Seller warrants that the materials to be furnished and the services to be rendered under this order, and the classes of property described in Article 9, shall be manufactured, sold and used in compliance with all relevant Federal, state and local laws and regulations. All invoices must carry the following certificate. "Seller certifies that with respect to the production of the articles and/or the performance of the services covered by the invoice; it has fully complied with Sections 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereot."

Seller warrants that it has not offered or given and will not offer or give to any employee, agent or represent tative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any contract with or order from Buyer. Any breach of this war ranty shall be a material breach of each and every contract between Buyer and Seller.

INDEMNITY AGAINST CLAIMS

Seller shall indemnity Buyer against all loss on account of claims of injury to persons (including death) or damage to property which may result in any way from any act or omission of Seller, or of its agents, employees, or subcontractors, Seller shall also maintain such Public Liability, Property Damage, Employee's Liability and Compensation insurance and Motor Velnice Liability (Personal Injury and Property Damage) as will protect Seller for its subcontractors) and Buyer from said risks and from any claims under any applicable Workmen's Compensation or Occupational Disease statutes.

Government Contract Provisions

When the materials amproducts furnished are for use in connection with a Government contract or subcontract, in addition to the above provisions, the following provisions shall apply

INSPECTION

Materials to be used in the performance of Government contracts may be inspected and tested at all reason Materials to be used in the performance of Government Contracts may be inspected and estate as an resoun-able times and places, either before, during or after manufacture, by Buyer or by the Government agency concerned, et Buyer's discretion. If inspection and test are made on the premises of Seller or Seller's subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Assicle are supple-mentary to, and not in tieu or in demogration of, the provisions of Article 7 above.

15. **SFOR WORK ORDER
The clause set forth in DAR 7-105.3, entitled "Stop Work Order," is made a part hereof, except that where used therein the terms "Government" and "Contracting Officer" shall mean "Buyer": "Contractor" and "contract while mean "Seller" and "Princhase Order" respectively; the reference to "Termination for Convenience" clause shall mean the "Termination" clause herein, the reference to termination "for the convenience of the Government" shall mean termination under the "Termination" clause herein, and the period for asserting a claim shall be 25 days.

The following clauses set forth in the Defense Acquisition Regulation as in effect at the date of this purchase nider, are incorporated herein by reference:

	PRINCIPAL STATE	DAR SECTION
я	(Heserved)	(Reserved)
b	Certain Communist Areas	7-103.15
c	Contract Work Hours and Safety Standards Act-Overtime Compensation	7-103.16(a)
Я	Walsh Healey Pupilic Contracts Act *** 第項目的	71 95-17 H 7 3 7-103.18 (a)
۽	Second (I compared the	7-103.18 (a)
f	Notice & Assistance Regarding Patent and Copyright Infringement	7-103.23
g	Affirmative Action for Disabled Veterans (etc.)	7 103.27
h	Affirmative Action for Handinapped Workers	7-103.28
,	Buy American Act and Balance of Payments Program	7-1043
. :	Antice to Gavernment of Labor Disputes	7-104.4
4	Filing of Parent Applications	7 104.5

		TIFLE OF CLAUSE	DAR SECTION
all reason-	ı	Refund of Royalties	7-104.8 (h)
oncerned, Seiler shall	m	Rights in Technical Data and Computer Software	7-104.9.(a) & (b)
ection and	n	Technical Data - Withholding of Payment	7 104.9 (h)
ire supple-	G	Excess Profit	7 104 11 (a)
	р	Military Security Requirements	7 104.12
	Q.	Utilization of Small Business and Small Disadvantaged Business Concerns	7 104.14(a)
that where	r	Examination of Records by Comptroller General	7-104.15
lause shall	5	Priorities, "Allocations and Alfotments	7 104.18
ent" shall	t	Utilization of Labor Surplus Area Concerns	7-104.20 tal
iays.	U	Duty Free Entry - Qualifying Country End Products and Supplies	7 104.32
purchase	٧	Required Source for Jewel Bearings and Related Items	7-104.37
	w	Required Sources for Miniature and Instrument Ball Bearings	7-104.38
ECTION	×	Audit by Dept. of the rise	7-104.41 (a)
ed)	y	Required Source: recision Components for Mechanical Time Devices	7-104.46
15	Z	Salety Precautic (c.)	7-104.79 (a) B (b)
6(a)	88	Accident Reps. , (etc.)	7-104.81
FCH	Ft	**** END CF	

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses I, I, n, p, z and as only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer and or Buyer" except in those places where such change with respect to "Government" and "Contracting Officer" would be inappropriate. For the purpose of the "Refund of Royalties" clause (I), the Buyer shall be deemed to be the "Contracting Officer" or the "Government" referenced

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WHITNEY BARREL CO. INC.

Complete Drum Reconditioning

3/- 29- PS- 708344 Established 1898

All Types of Steel Drums-Fibre Barrels-Purchases-Sales

256 Salem Street Woburn, Mass. 01801

3/- 29- PS- 708344 Phone 933-4520 - 21

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Complete Drum Reconditioning
Established 1898
All Types of Steel Drums-Fibre Barrels-Purchases-Sales
256 Salem Street Woburn, Mass. 01801
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RAYTHEON COMPANY MICROWAVE AND POWER TUBE OPERATION FOUNDRY AVENUE WALTHAM, MASSACHUSETTS 02254 TELEPHONE: (617)899-8400

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND DOCUMENTS

PURCHASE ORDER NUMBER

31-29-PS-70850

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ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF.
EXCEPTIONS MUST BE ACKNOWLEDGED IN WRITING.

1911 - 18 - 1 - 1 - 18 ACCEPTANCE

General Provisions

ACCEPTANCE
Agreement by Seller to formish the inaterials or services hereby ordered, or its furnishing such authorials or services in whose arein part, shall constitute adoptance by Seller of this order subject to these terms and conditions. In the event that this order does not state arise or delivery, Buyer will not be bound to any prices or delivery so which in his not specificially agreed in writing. Any terms or contained shall be void and of no effect unless specifically agreed to by Buyer. Maintenders herein contained shall be void and of no effect unless specifically agreed to by Buyer. Maintenders herein or additions hereful to be effective, must be made in writing and be signed by Buyer. These terms and conditions, together with such modifications and with such date relating to price and delivery as an accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties herefulner shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its rights, shall not constitute a waiver of such rights or of any other rights.

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C. SHEPING OPECTIONS
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COMMENDATION BREACH OF CONTRACT DAMAGES

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July many, by notice in writing, direct Seller to terminate this order or work under this order in whose or in perturbate and four termination shall not constitute a default. In such event, oriest Seller shall have detailed or no or default in perturbance hereof. Buyer and Seller shall have the rights one onligations contained in the production are produced. The distance of the pelescopic of the pelescopic or the pelescopic or an expensive of the pelescopic or an expensive or the contractive data of this order, which states is hereby incorporated by reference and mane a part hereof. The installment for the detail of this order, which states is hereby incorporated by reference and mane a part hereof. The institution of banking to be the pelescopic or the filing of a violentary petition of the Seller's default or instituted to anticipatory profits or to special or consequential damages. In the event if Seller's default or instential and work in process required to regard to regard under this order, and Buyer the conjugate the event decompletion from the price, or in the alternative pay to Sellef the bast of such its, materials and work inprocess. OFFI CRSS

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Constructed property shall be controlled and maintained per Appendix 8 to Defense Acquisition

SUBCONTRACTING

Connect the work contemplated by Bover as to be performed by Seller under this order shall be subcon-posted without the product of a constant of dauger.

3. SPECIFICATIONS: WARRANTY: INSPECTION
Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any Material made in Secondane with Buyer's perifications and drawings shall not be furnished or quoted to any write, person or concern without Buyer's existent consent. The foregoing shall not be such use as applicable to any use by Seller of drawings or specifications which are owned by the Government or as to which the Government has beinght to authorize use, in the performance as any direct contract between the Government and the subcontractor, on a non-interference basis, provided the Government give soften notice of such use to differ the Sevent of certificial between specifications, drawings, samples, designated type, part number or catalogications, the specifications stall govern over drawings are award over samples, whether or yet received is force, and samples over designates type, part number or catalogic description. In cases of astinguisty in this specifications, drawings are not be requirements of this order. Seller must, before proceeding, consult driver, whose writtes interaretation shall be final.

Seller warrants the materials delivered or someous endiced an this order to be free from defects in wurkmannship, maxicals, and design, and to be no accordance with dayer's specifications, drawings and in workmannship, maxicals, and design, and to be no accordance with dayer's specifications, drawings and to give harmless from any lost, damage or expense (whatsever that Buyer may suffer from the continuous actions and all of those warrantes what is universally seller to make a data releasely. The Buyer may accept to the seller to make a data releasely. The Buyer may accept to keep and recept a flat releasely. The Buyer has account any materials that come to Seller's reasonable guality evel for root recent any materials that control of his direction of the superials and seller to make a data releasely of materials and under a secondance of the shipment of Buyer shall be formed to seller to make a data releasely. The Buyer has accept any materials that cours to Seller's reasonable guality evel for root or

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PATENTS

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Solver may not assign manies due in to become due mide: this order without the prior syriten consent of Biography the prior syriten consent of Biography the property of the p between Bayer and Selber or their respective subsidiories.

COMPLIANCE WITH LAW, GRATUITIES

12. COMPLIANTS VALID LAW, GRATUITIES

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13. INTO MATER A GRANNIN CLAMMS

Seller shall inventify Guver against all loss on account of claims of injury to persons (inclining death) or damage to properly which may result in any way from any act or umission of Seller, or of its agents, employees, or solicontractors. Solice shall also maintain such Public Clability, Property Damage, Bernployee's Clability and Compensation insurance and Mater Vehicle Clability (Personal Injury and Property Damage) as upported by the forms subcontractors and Buyer from said risks and from any claims under any applicable Workmen's Opinionation or demonstration.

Government Contract Provisions

When the materies on products furnished are for use in connection with a Government contract or subcontract in addition to the above provisions, the following provisions that apply

INSERT HICK

Materials to be used in the performance of Government contracts may be inspected and dested at all reason able times and nace, seem in the performance or Coverement contracts have be inspected and design all traspicable times and fusces, either before, during major manufacture, by Buyer or by the Government agency conference, at Buyer's discretion, if projection and test are made on the premises of Seller or Selter's subcontractor, Seller shall turned without additional charge all reasonable facilities and assistance for the selfe and convenient inspection and tests required by the inspectors in the performance of their dist. The foregoing provisions of this Article are supple monters to an additional relief or in deringation of, the provisions of Article 7 above.

SYOP WORK ORDER

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The classe set footh in DAR 12-105.3, "utilized "Stop Work Order," is made a part hereby, except that where said therein the teams" Government "ann "Constructing Officer" shall mean "Royer". "Construction" and "Contract" shall mean "Selver" and "Poschave Order" respectively; the reference to "Termination for Convenience clause shall mean the "Termination" clause harming the determinance of the Government shall mean the "Termination" for the convenience of the Government shall mean the "Termination". mean termination under the "Termination" clause herein, and the period for asserting a claim shall be 25 days

The following clause, set forth in the Defense Acquisition Regulation as in effect at the date of this gurchase order the column area nevent by reference

	TITLE OF CLAUSE	CAR SECTION
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į,	Certain Eginmenist Areas	7-103.15
Ç	Contract Work Hours and Safety Standards Act - Overtime Compensation	7-103.16(a)
4	Chair clin along Papil a Commacts Art.	7 103,17
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aa	Atoident Reporting (etc.)	7-104.81
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	CONTACTOR OF CONTRACTOR	

In all DAR clauses herein above listed, the term "Contractor" shall be deemed to read "Seller," and in Clauses 6.3, a, p, 7 and all only, the term "Government" shall be deemed to read "Government and or Buyer" and the term "Contracting Officer" to read "Contracting Officer and or Buyer" except in those places where such change with respect 15. "Government" shall be deemed to read "Fernal For the purpose of the "Refund of Advantes" charge of the "Refund of Advantes" charge (the Reyer shall be deemed to be the "Contractor, Officer" or the "Government" selected.

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Complete Drum Reconditioning
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WHITNEY BARREL CO. INC.

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Established 1898

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Raytheon Company Office of the General Counsel 870 Winter Street, Room 2352 Waltham, MA 02451-1449 USA Tel 781.522.3000 Telex 92.3455

Cable Raytheonex

Writer's direct dial 781,522,3059 Fax 781,522,6465 jaxefrod@mytheon.com Raytheon

February 10, 2006 06JBA024

Martha Bosworth, Enforcement Coordinator U.S. Environmental Protection Agency New England Region, Mail Code HBS 1 Congress Street, Suite 1100 Boston, MA 02114-2023

Re: Request for Information Pursuant to Section 104 of CERCLA in relation to the former Whitney Barrel Company at the Wells G & H Superfund Site in Woburn, Massachusetts, hereinafter referred to as the "Site"

Dear Ms. Bosworth:

Enclosed please find Raytheon Company's response to the above-referenced RFI.

Exhibits "A", "B", and "C" are not included with this transmission. We are diligently working to complete those exhibits. They will be transmitted to you next week.

We have endeavored to provide answers and responses for the twenty-one Raytheon major manufacturing facilities that were in operation in New Hampshire, Massachusetts and Rhode Island during some portion of the period 1950 through 1985. Only four of those facilities are currently Raytheon facilities where manufacturing takes place. Several were closed years or decades ago.

Several Raytheon professionals have each spent many diligent hours seeking information regarding the Whitney Barrel Company and any contact between Raytheon and that business. No such information has been found. It appears that Raytheon Company did not do any business or have contacts with the Whitney Barrel Company. All relevant files, many of which had to be retrieved from archives at Iron Mountain, have been reviewed. Employees and retired employees have been interviewed.

As a company policy, Raytheon Company does not retain records beyond the period for which they are legally required to be kept, or if that is not an issue, beyond their useful life. The company's records retention policy and practice requires periodic destruction of records. Because the period of investigation goes back more than half a century, many documents and other sources of information that might have been responsive to this RFI are no longer available and have not been available for many years or even decades. Likewise, former Raytheon Company employees or other individuals

Bosworth, Martha February 10, 2006 Page 2

who would have been sources of responsive information have deceased, or their memories no longer contain responsive information, or Raytheon Company has not been able to locate them.

Available information responsive to many questions in this RFI was previously provided to USEPA Region 1 in Raytheon Company's response to the CERCLA § 104(e) Request for Information for J.M. Mill Landfill, OU#2 of Peterson/Puritan, Inc. Superfund Site. Raytheon Company's J.M. Landfill response, which required hundreds of person-hours to research, assemble and produce, and which contained hundreds of pages of documents, was filed in three parts on October 10, November 22, and December 13, 2002. It covered all Raytheon Company manufacturing facilities operated during essentially the same period in New Hampshire, Massachusetts and Rhode Island. Raytheon Company incorporates its J.M. Landfill response by reference into and as part of this response.

Reference is made to my letters dated August 8, September 13, September 26 and October 26, 2005 to Heather Cote, Techlaw, confirming grants of extensions of time to make this response. Further reference is made to my telephone conversation with Gretchen Muench, Esq., on or about January 12, 2006, wherein I was granted an additional extension to complete this response.

Raytheon Company understands that it is under a continuing obligation to supplement its response to this RFI, and will do so soon.

Please call me if there are any questions or problems.

Jeffrey 3. Apelroof

Sincerely,

Jeffrey B. Axelrod Senior Counsel

Enclosure

cc: (via email)

Gretchen Muench, Esq., USEPA, Region I Susan Scott, Esq., USEPA, Region I Heather Cote, TechLaw, Inc.

WELLS G & H SUPERFUND SITE INFORMATION REQUEST QUESTIONS

1. General Information About the Respondent:

NOTE: All questions in this section refer to the present time unless otherwise indicated.

a. Provide the full legal name and mailing address of the Respondent.

Raytheon Company 870 Winter Street Waltham, MA 02451 ATTN: Jeffrey B. Axelrod

- b. For each person answering these questions on behalf of the Respondent, provide:
 - i. full name;
 - ii. title:
 - iii. business address:
 - iv. business telephone number and FAX machine number.

Except as noted elsewhere, these question have been answered on behalf of Raytheon Company by:

Jeffrey B. Axelrod Senior Counsel Raytheon Company Office of the General Counsel 870 Winter Street Waltham, MA 02451 781-522-3059 781-522-6364

c. If the Respondent wishes to designate an individual for all future correspondence concerning this Site, including any legal notices, please so indicate here by providing that individual's name, address, telephone number.

Mr. Axelrod (see answer # 1.b) is the designated individual.

d. Provide the names of all Superfund sites in Region I (New England) for which Respondent has received a 104(e) Request for Information Letter from EPA.

Silresim Cannons Engineering: Bridgewater, MA Plymouth, MA
Nashua, NH
Londonderry, NH
Keefe Environmental Services
Charles George Landfill
North Smithfield Landfill
PSC Resource Site
Shaffer Landfill, OU#1 of Iron Horse Park Superfund Site
Solvent Recovery Services
Auburn Road Landfill
Old Southington Landfill
Beede Waste Oil
Massachusetts Military Reservation
Sutton Brook Landfill
J.M. Mill Landfill, OU#2 of Peterson/Puritan, Inc. Superfund Site

2. Respondent's Legal Status:

NOTE: All questions in this section refer to the present time unless otherwise indicated.

- a. If the Respondent has ever done business under any other name;
 - i. list each such name; and
 - ii. list the dates during which such name was used by Respondent.

Not applicable.

- b. If Respondent is a corporation, provide:
 - i. the date of incorporation;

What is now known as Raytheon Company (formerly known as HE Holdings, Inc., and originally known as Hughes Aircraft Company) was incorporated on December 17, 1953. What was known as Raytheon Company during the period 1954 through 1986 was incorporated on May 22, 1928, and was merged into HE Holdings, Inc. on December 17, 1997.

ii. state of incorporation; and

Delaware.

iii. agent for service of process.

CT Corporation System.

- c. If Respondent was a business entity other than a corporation, provide:
 - i. the type of organization (sole proprietorship, partnership, trust, etc.)

- ii. the date the business began; and
- iii. owner, managing partner, or other equivalent person in charge.

Not applicable.

- d. If Respondent is, or was at any time during the period being investigated, a subsidiary of, otherwise owned or controlled by, or otherwise affiliated with another corporation or entity, then describe the nature of each such corporate relationship, including but not limited to:
 - i. A general statement of the nature of the relationship;
 - ii. The dates such relationship existed;
 - iii. The percentage of ownership of Respondent that is held by such other entity; and
 - iv. For each such affiliated entity provide the names and complete addresses of its parent, subsidiary, and otherwise affiliated entities.

Not applicable.

e. Identify all of Respondent's predecessors-in-interest and provide a description of the relationship between Respondent and each of those predecessors-in-interest.

Please see the answer to question 2(b)(i).

- f. If Respondent no longer exists as the same legal entity it was during the period being investigated because of transactions involving asset purchases or mergers, provide:
 - i. The titles and dates of the transactions and <u>copies</u> of documents that embody the terms of such transactions (i.e., purchase agreements, merger and dissolution agreement, etc.);
 - ii. The identities of the seller, buyer, and any other parties to such transactions;
 - iii. A brief statement describing the nature of the asset purchases or mergers; and
 - iv. A brief statement describing and copy(s) of document embodying any/all indemnification agreements.

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Please see the answer to question 2(b)(i). The corporation currently known as Raytheon Company acknowledges that it is the successor-in-interest to the former entity known as Raytheon Company that merged into HE Holdings, Inc. (now known as Raytheon Company) on December 17, 1997.

- g. If Respondent has filed for bankruptcy, provide:
 - i. the U.S. Bankruptcy Court in which the petition was filed;
 - ii. the docket number of such petition;
 - iii. the date the bankruptcy petition was filed;

- iv. whether the petition is under Chapter 7 (liquidation), Chapter 11 (reorganization), or other provision; and
- v. a brief description of the current status of the petition.

Not applicable.

3. Respondent's Operations

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

ALSO NOTE: All questions in the Section refer to facilities owned or operated by the Respondent within Massachusetts, Rhode Island, New Hampshire or Maine and to any other facility owned or operated by Respondent which had any business or other contractual relationship with Whitney Barrel Company. Please note that it is not necessary to identify or provide information about any facilities that are engaged solely in clerical/office work.

a. Provide the complete addresses of Respondent's plants and other buildings or structures where Respondent carried out its operations.

Please see enclosed **Exhibit "A"**, which contains the addresses at which and the dates during which Raytheon Company conducted manufacturing operations during the period being investigated.

- b. Provide a brief description of the nature of Respondent's operation at each location including:
 - i. the date such operations commenced and concluded;
 - ii. the types of work performed at each location, including but not limited to the industrial, chemical, or institutional processes undertaken at each location; and
 - iii. the type of products manufactured, recycled, recovered, treated or otherwise processed in these operations.

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Please see enclosed Exhibit "A", which briefly describes the types of operations conducted at Raytheon Company manufacturing facilities during the period being investigated.

As a company policy, Raytheon Company does not retain records beyond the period for which they are legally required to be kept, or if that is not an issue, beyond their useful life. The company's records retention policy and practice requires periodic destruction of records. Because the period of investigation goes back more than half a century, many documents and other sources of information that might have been responsive to this question are no longer available. Likewise, former Raytheon Company employees or other individuals who would have been sources of responsive information have deceased, or their memories no longer contain responsive

information, or Raytheon Company has not been able to locate them.

Also, available information responsive to this question was previously provided to USEPA Region 1 in Raytheon Company's response to the CERCLA § 104(e) Request for Information for J.M. Mill Landfill, OU#2 of Peterson/Puritan, Inc. Superfund Site. Raytheon Company's J.M. Landfill response, which required hundreds of personhours to research, assemble and produce, and which contained hundreds of pages of documents, was filed in three parts on October 10, November 22, and December 13, 2002. It covered all Raytheon Company manufacturing facilities operated during essentially the same period in New Hampshire, Massachusetts and Rhode Island. (There were none in Maine or Vermont.) Raytheon Company incorporates its J.M. Landfill response by reference into and as part of this response. Information responsive to this question can be found specifically in Exhibits "B-1" through "B-5", "B-11", "B-13" through "B-16", and "B-18" in Raytheon Company's J.M. Landfill response.

- c. Enclosure F provides a list of chemical constituents conclusively identified to date at the Site. For each facility identified in 3.1 above, identify, to the best of your knowledge, any chemical constituents listed in Enclosure F that:
 - i. would have been produced, processed or used in connection withy facility operation; or
 - ii. would have been present in materials produced processed, or used in connection with facility operations.

Raytheon Company objects to this question as overly broad, irrelevant and unduly burdensome. However, Raytheon Company answers as follows:

As a company policy, Raytheon Company does not retain records beyond the period for which they are legally required to be kept, or if that is not an issue, beyond their useful life. The company's records retention policy and practice requires periodic destruction of records. Because the period of investigation goes back more than half a century, many documents and other sources of information that might have been responsive to this question are no longer available. Likewise, former Raytheon Company employees or other individuals who would have been sources of responsive information have deceased, or their memories no longer contain responsive information, or Raytheon Company has not been able to locate them.

Also, available information responsive to this question was previously provided to USEPA Region 1 in Raytheon Company's response to the CERCLA § 104(e) Request for Information for J.M. Mill Landfill, OU#2 of Peterson/Puritan, Inc. Superfund Site. Raytheon Company's J.M. Landfill response, which required hundreds of personhours to research, assemble and produce, and which contained hundreds of pages of documents, was filed in three parts on October 10, November 22, and December 13, 2002. It covered all Raytheon Company manufacturing facilities operated during essentially the same period in New Hampshire, Massachusetts and Rhode Island. (There were none in Maine or Vermont.) Raytheon Company incorporates its J.M. Landfill response by reference into and as part of this response. Information responsive to this question can be found specifically in Exhibits "B-1" through "B-5", "B-11", "B-13" through "B-16", and "B-18" in Raytheon Company's J.M. Landfill response.

d. If the nature or size of Respondent's operations changed over time, describe those changes, the

dates they occurred and the nature of the <u>current</u> business at each such location, including but not limited to a brief description of the major products or services Respondent manufactures or provides.

Please see the answer to question 3.c above.

e. List the products Respondent manufactured, recycled, recovered, treated, or otherwise processed in these operations.

Please see the answer to question 3.c above.

f. In general terms, list the types of raw materials used in the operations.

Please see the answer to question 3.c above.

- g. Describe the cleaning and maintenance of the equipment/machinery involved in these operations, including but not limited to:
 - i. The types of material used to clean/maintain this equipment/machinery; and
 - ii. The monthly or annual quantity of each material used.

Please see the answer to guestion 3.c above.

- h. Describe the methods used to clean up spills of liquid or solid material during operations, including but not limited to:
 - i. the type of materials spilled in operations;
 - ii. the materials used to clean up these spills;
 - iii. the methods used to clean up those spills; and
 - iv. Where the materials used to clean up those spills were disposed of.

Please see the answer to question 3.c above.

i. Provide a schematic diagram or flow chart that fully describes and/or illustrates the operations at the Site.

Please see the answer to question 3.c above.

j. Identify all former or current employees and all other persons who have any knowledge of or information about the subject matter of any of the foregoing questions or who had any contact with Whitney Barrel Company.

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Regarding former or current employees and all other persons who have any knowledge of or information about the subject matter of any or the foregoing questions 3.b through 3.i, please see the answer to question 3.c above.

Regarding former or current employees and all other persons who had any contact with Whitney Barrel Company, Raytheon Company has not found any evidence or

knowledge that such people exist. Please see the answer to question 7.a below.

4. Respondent's Wastes and Waste Streams (including By-Products)

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

a. Complete the enclosed "Waste Survey" checking each substance present in Respondent's wastes or by-products and providing all requested information of each such substance that is checked.

Please see the answer to question 3.c above.

- b. For each type of waste (including by-products) from Respondent's operation, including but not limited to all liquids, sludges, and solids, provide the following information:
 - i. Its physical state;
 - ii. Its name and chemical composition
 - iii. The approximate monthly and annual volumes of each type of waste (using such measurements as gallons, cubic yards, pounds, etc.); and
 - iv. The dates (beginning & ending) during which each type of waste was produced by Respondent's operations.

Please see the answer to question 3.c above.

- c. Describe how each type of waste was collected and stored at Respondent's operation prior to disposal/recycling /sale/transport, including:
 - i. The type of container (e.g. 55 gal. drum, tank, dumpster, etc.);
 - ii. The colors of the containers;
 - iii. Any distinctive stripes or other markings on those containers;
 - iv. Any labels or writing on those containers (including the content of those labels);
 - v. Whether those containers were new or used;
 - vi. Where each type of waste was collected/stored; and
 - vii. If those containers were used, a description of the prior use of the containers.

Please see the answer to question 3.c above.

d. Identify (see Definitions) the person(s) who was responsible for collecting and managing each type of waste.

Please see the answer to question 3.c above.

e. For each location, identify and provide copies of all surveys or studies conducted between 1950 and 1985 about its waste management practices including but not limited to

disposal, treatment, storage, recycling, or sale of wastes.

Please see the answer to question 3.c above.

f. Identify all former or current employees and all other persons who have any knowledge or information about the subject matter of any of the foregoing questions or who had contact with Whitney Barrel Company.

Regarding former or current employees and all other persons who have any knowledge of or information about the subject matter of any or the foregoing questions 4.a through 4.e, please see the answer to question 3.c above.

Regarding former or current employees and all other persons who had any contact with Whitney Barrel Company, Raytheon Company has not found any evidence or knowledge that such people exist. Please see the answer to question 7.a below.

5. Respondent's Disposal/Treatment/Storage/Recycling/Sale of Waste (including By-Products):

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

ALSO NOTE: Your response to questions in this section must refer to all locations to which Respondent sent its wastes.

a. Identify (see Definitions) all individuals who currently have and those who have had responsibility for the disposal, treatment, storage, recycling or sale of Respondent's wastes, including, but not limited to barrels or empty barrels.

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Please see enclosed Exhibit "B".

b. Identify (see Definitions) all individuals who currently have and those who have had knowledge of the disposal, treatment, storage, recycling, or sale of Respondent's wastes, including, but not limited to barrels or empty barrels.

Please see the answer to question 5.a above.

c. Identify (see Definitions) all individuals who currently have and those who have had responsibility for Respondent's environmental matters.

Please see the answer to question 5.a above.

d. For the previous three responses, also provide each individual's:

- i. Job title;
- ii. Duties;
- iii. Dates performing those duties;
- iv. Supervisors for those duties;
- v. Current position or, if such individual is no longer employed by Respondent, the date of the individual's resignation; and
- vi. The nature of the information possessed by such individuals concerning Respondent's waste management.

Please see the answer to question 5.a above.

- e. Describe the containers used to take each type of waste from Respondent's operation, including but not limited to:
 - i. The type of container (e.g. 55 gal. drum, tank, dumpster, etc.);
 - ii. The colors of the containers'
 - iii. Any distinctive stripes or markings on those containers;
 - iv. Any labels or writing on those containers (including the content of those labels); whether those containers were new or used; and
 - v. if those containers were used, a description of the prior use of the containers.

Please see the answer to question 3.c above.

f. For each type of waste describe Respondent's contracts, agreements, or other arrangements for its disposal, treatment, or recycling.

Please see the answer to question 3.c above.

g. Provide copies of such contracts and other documents reflecting such agreements or arrangements.

Please see the answer to question 3.c above.

h. State where Respondent sent each type of its waste, including barrels and empty barrels, for disposal, treatment, or recycling.

Please see the answer to question 3.c above.

i. Identify (see Definitions all entities and individuals who picked up waste, including barrels, from Respondent or who otherwise transported the waste away from Respondent's operations (these companies and individuals shall be called "Waste Carriers" for purposes of this Information Request).

Please see the answer to question 3.c above.

j. If Respondent transported any of its wastes away from its operations, please so indicate

and answer all questions related to "Waste Carriers" with reference to Respondent's actions.

Please see the answer to question 3.c above.

k. For each type of waste, specify which Waste Carrier picked it up.

Please see the answer to question 3.c above.

1. For each type of waste, state how frequently each Waste Carrier picked up such waste.

Please see the answer to question 3.c above.

m. For each type of waste state the volume picked up by each Waste Carrier (per week, month, or year).

Please see the answer to question 3.c above.

n. For each type of waste state the dates (beginning and ending) such waste was picked up by each Waste Carrier.

Please see the answer to question 3.c above.

o. Provide copies of all documents containing information responsive to the previous seven questions.

Please see the answer to question 3.c above.

p. Identify (see Definitions) all of each Waste Carrier's employees who collected Respondent's wastes and waste containers.

Please see the answer to question 3.c above.

q. Indicate the ultimate disposal/recycling/treatment location for each type of waste.

Please see the answer to question 3.c above.

r. Provide copies of all documents indicating the ultimate disposal/recycling/treatment location for each type of waste.

Please see the answer to question 3.c above.

- s. Describe how Respondent managed pickups of each waste, including but not limed to:
 - i. The method for inventorying each type of waste;'
 - ii. The method for requesting each type of waste to be picked up;
 - iii. the identity of (see Definitions) the waste carrier employee/agent contacted for

pickup of each type of waste;

- iv. the amount paid or the rate paid for the pickup of each type of waste;
- v. the identity of (see Definitions) Respondent's employee who paid the bills; and
- vi. the identity of (see Definitions) the individual (name or title) and company to whom Respondent sent the payment for pickup of each type of waste.

Please see the answer to question 3.c above.

t. Identify (see Definitions) the individual or organization (i.e., the Respondent, the Waste Carrier, or, if neither, identify such other person) who selected the locating where each of the Respondent's wastes were taken.

Please see the answer to question 3.c above.

u. State the basis for and provide any documents supporting the answer to the previous question.

Please see the answer to question 3.c above.

v. Identify all former or current employees and all other persons who have any knowledge of or information about the subject matter of any of the foregoing questions.

Please see the answer to question 3.c above.

6. Respondent's Environmental Reporting:

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

a. Provide all Resource Conservation and Recovery Act (RCRA) Identification Numbers issued to Respondent by EPA or a state for Respondent's operations.

Please see enclosed Exhibit "A".

b. Identify (see Definitions) all federal offices to which Respondent has sent or filed hazardous substance or hazardous waste information.

Please see the answer to question 3.c above.

c. State the years during which such information was sent/filed.

Please see the answer to question 3.c above.

d. Identify (see Definitions) all state offices to which Respondent has sent or filed hazardous substance or hazardous waste information.

Please see the answer to question 3.c above.

e. State the years during which such information was sent/filed.

Please see the answer to question 3.c above.

f. List all federal and state environmental laws and regulations under which Respondent has reported to federal or state governments, including but not limited to: Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., (TSCA) Emergency Planning and Community Rightto-Know Act, 42 U.S.C. §§ 1101 et seq., (EPCRA); and the Clean Water Act (the Water Pollution Prevention and Control Act), 33 W.S.C. §§ 1251 et seq., and equivalent state law.

Please see the answer to question 3.c above.

g. Identify (see Definitions) all state offices to which such information was sent. Provide the full legal name and mailing address of the Respondent.

Please see the answer to question 3.c above.

7. Information concerning Respondent's association with the Whitney Barrel Company.

NOTE: All questions in this section refer to the period being investigated (1950-1985) unless otherwise indicated.

a. Please describe Respondent's business association with the Whitney Barrel Company.

After a diligent search of all available materials and information, we have found no evidence or knowledge in Raytheon Company records or among past or present Raytheon Company employees that Raytheon Company had a business association with the Whitney Barrel Company.

- b. Did your association with the Whitney Barrel Company involve the buying of drums or other size/type of containers? Unless your answer is an absolute "No", please explain. Include but do not limit your response to:
 - i. The dates of each pickup and delivery;
 - ii. The type(s) of container(s);
 - iii. The size(s) of the container(s);
 - iv. The condition of each container(s);
 - v. The contents (including but not limited to empty barrel residues) of each container including
 - (a) The name of each material'
 - (b) The chemical composition of each material;
 - (c) The physical state of each material (e.g., solid, sludge, liquid);

- (d) The volume of each material: and
- vi. Please include all documentation relating to these transactions.

Not applicable.

- c. Did your association with the Whitney Barrel Company involve the shipping, transport or selling of drums or other size/type of containers. Unless your answer is an absolute "no", please explain. Include but do not limit response to:
 - i. The dates of each pickup and delivery;
 - ii. The type(s) of container(s);
 - iii. The size(s) of the container(s);
 - iv. The condition of each container(s);
 - v. The contents (including but not limited to empty barrel residues) of each container including
 - (a) The name of each material'
 - (b) The chemical composition of each material;
 - (c) The physical state of each material (e.g., solid, sludge, liquid);
 - (d) The volume of each material; and
 - vi. Please include all documentation relating to these transactions.

Not applicable.

- d. Did your association with the Whitney Barrel Company involve the cleaning and/or reconditioning of drums or other size/type of containers? Unless your answer is an absolute "No", please explain. Include but do not limit your response to:
 - i. The dates of each pickup and delivery;
 - ii. The type(s) of container(s);
 - iii. The size(s) of the container(s);
 - iv. The condition of each container(s);
 - v. The contents (including but not limited to empty barrel residues) of each container including
 - (a) The name of each material'
 - (b) The chemical composition of each material;
 - (c) The physical state of each material (e.g., solid, sludge, liquid);
 - (d) The volume of each material; and
 - vi. Please include all documentation relating to these transactions.

Not applicable.

e. Did the Whitney Barrel Company ever perform any service for your or your company? Unless your answer is an absolute "NO", please explain. Include but do not limit your response to:

- i. The type of service(s);
- ii. The frequency of the service(s);
- iii. The date(s) of service(s); and
- iv. Please include any documentation relating to these transactions.

Not applicable.

f. Did Respondent ever pick up materials from other parties which were taken directly or indirectly to the Whitney Barrel Company (to be referred to as "customers" for purposes of this Information Request)? Unless your answer is an absolute "NO", please explain.

Not applicable.

g. Identify (see Definitions) all persons and entities from whom Respondent picked up materials which were taken directly or indirectly to the Whitney Barrel Company.

Not applicable.

- h. In addition to providing a list that identifies all such customers, provide for each pickup and delivery of materials to the Whitney Barrel Company:
 - i. The dates of each pickup and delivery;
 - ii. The type(s) of container(s);
 - iii. The size(s) of the container(s);
 - iv. The condition of each container(s);
 - v. The contents (including but not limited to empty barrel residues) of each container including
 - (a) The name of each material'
 - (b) The chemical composition of each material;
 - (c) The physical state of each material (e.g., solid, sludge, liquid);
 - (d) The volume of each material; and
 - vi. Please include all documentation relating to these transactions.

Not applicable.

i. Identify (see Definitions) all former or current employees and all other persons who have any knowledge of or information about the subject matter of any of the foregoing questions or who had contact with Whitney Barrel Company.

Not applicable.

8. Information About Others

a. If you have information concerning the operation of the Site or the source, content or

quantity of materials placed/disposed at the Site which is not included in the information you have already provided, provide all such information.

Raytheon Company is not aware of any such information.

b. If not already included in your response, if you have reason to believe that there may be persons, including persons currently or formerly employed by Respondent, who are able to provide a more detailed or complete response to any of these questions or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Raytheon Company is not aware of any such persons, additional information or additional documents not already included in this response.

c. If not already provided, identify all persons, including Respondent's current and former employees, who have knowledge or information about the generation, use purchase, treatment, storage disposal, placement or other handling of materials at or transportation of materials to, the Site.

Raytheon Company is not aware of any such persons not already identified in this response.

9. <u>Compliance with This Request</u>

- a. Describe all sources reviewed or consulted in responding to this request, including but not limited to:
 - i. The names of all individuals consulted;

Please see enclosed Exhibit "B".

ii. The current job title and job description of each individual consulted;

Please see enclosed Exhibit "B".

iii. The job title and job description during the period being investigated of each individual consulted;

Please see enclosed Exhibit "B".

- iv. Whether each individual consulted is a current or past employee of Respondent;
 - Please see enclosed Exhibit "B".
- v. The names of all divisions or offices of Respondent for which records were

reviewed;

Raytheon Company objects to this question as overly broad, irrelevant and overly burdensome. However, Raytheon Company answers as follows:

Please see the enclosed **Exhibit "C"**. Raytheon Company has undergone several internal reorganizations since 1950. The Raytheon Company facilities for which this review was undertaken (see Exhibit "A") have belonged to businesses, divisions and subsidiaries with several different names during the ensuing 55 years. To the best of our knowledge, those names (and the current ones) are listed in Exhibit "C".

vi. The nature of all documents reviewed; and

Please see the answer to 9.v above.

vii. The locations where those documents reviewed were kept prior to review; and Please see the answer to 9.v above.

viii. The location where those documents reviewed are currently kept.

Please see the answer to 9.v above. The files and documents that were reviewed for this investigation are currently kept in the same places as they were prior to review.

WELLS G & H

ENCLOSURE H - DECLARATION

I declare under penalty of perjury that I am authorized to

respond on behalf of	Raytheon Company Respondent	and that the
foregoing is complete, tr	ue, and correct.	
Executed on Feb. 10	, 2006	Jeffrey B. Axelrod
		Type Name
		Senior Counsel
		Title [if any]

Raytheon Company
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via email; hard copy to follow via DHL overnight delivery

February 17, 2006 06JBA036

Martha Bosworth, Enforcement Coordinator U.S. Environmental Protection Agency New England Region, Mail Code HBS 1 Congress Street, Suite 1100 Boston, MA 02114-2023

Re: Request for Information Pursuant to Section 104 of CERCLA in relation to the former Whitney Barrel Company at the Wells G & H Superfund Site in Woburn, Massachusetts, hereinafter referred to as the "Site"

Dear Ms. Bosworth:

Reference is made to my letter dated February 10, 2006 that conveyed Raytheon Company's response to the above-referenced RFI. Enclosed please find Exhibits "A", "B", and "C", which were not included with the answers and responses provided in the letter I sent last week. These Exhibits are referred to in those answers.

Raytheon Company understands that it is under a continuing obligation to supplement its response to this RFI if it should become aware of any relevant information.

Please call me if there are any questions or problems.

Jeffrey 3. Alebroof

Sincerely,

Jeffrey B. Axelrod Senior Counsel

Enclosures

cc: (via email)

Gretchen Muench, Esq., USEPA, Region I Susan Scott, Esq., USEPA, Region I Heather Cote, TechLaw, Inc.

EXHIBIT "A" RAYTHEON MANUFACTURING FACILITIES IN NEW ENGLAND

Street	City	<u>State</u>	Years Of Operation	SIC Code(s)	Type(s) of Operation(s)	RCRA ID Number
350 Lowell St.	Andover	MÃ	since 5/15/69	3761	Electronics/missiles manufacturing	MAD001055235
362 Lowell St.	Andover	MA	since 7/19/84	3674	Semiconductor manufacturing	MAD980913172
Haverhill St.	Andover	MA .	3/29/80 - 3/31/93	3761	Electronics//missiles manufacturing	MAD000791012
180 Hartwell Rd.	Bedford	MA	1953 – 2004	3761	Electronics engineering	MAD019163930
182 Hartwell Rd.	Bedford	MA	1953 – 2004	3761	Electronics engineering	MAD086538380*
184 Hartwell Rd.	Bedford	MA	1953 – 2004	3761	Electronics engineering	MAD980522580*
2 Wayside Dr.	Burlington	MA	3/1/59 - 2003	3679	Electronics R&D/ engineering	MAD019291525
Merrimack St.	Lawrence	MA	2/1/58 - 11/30/71	3679	Electronics warehouse/storage	None***
131 Spring St.	Lexington	MA	1982 – 2003	3812	Electronics R&D	MAD001339159
525 Woburn, St.	Lowell	MA	5/1/55 - 12/23/96	3761	Electronics/missiles manufacturing	MAD001411081
31 Suffolk Rd.	Mansfield	MA	3/4/78 - 5/31/85	3679	Electronics warehouse/storage	None recorded**
600 Spring St.	North Dighton	MA	5/1/74 - 8/31/96	3679	Electronics manufacturing/warehouse	MAD075698266
55 Bearfoot Rd.	Northboro	MA	9/1/78 - 12/29/94	3679	Electronics manufacturing	MAD095875712
1415 Providence Hwy.	Norwood	MA	8/31/73 - 6/27/96	3679	Warehouse storage/kitting	MAD053471223
465 Center St.	Quincy	MA	2/15/53 - 2/28/01	3679	Electronics/vacuum tube	MAD001411016
528 Boston Post Rd.	Sudbury	MA	since 2/24/59	3761	Electronics/engineering/development	MAD001410539
Foundry Ave/Seyon St.	Waltham	MA	1943 – 2002	3679	Electronics/vacuum tube manufacturing	MAD000636373 / MAD000791780 / MAD001923408
430 Boston Post Rd.	Wayland	MA	2/11/58 - 10/21/97	3679	Electronics/engineering/development	MAD990685554
369 University Ave.	Westwood	MA	7/1/84 - 6/30/92	3679	Electronics warehouse/storage	None recorded**
7 Redmond St.	Nashua	NH	8/14/61 12/30/96	3679	Electronics warehouse/storage	None recorded**
1847 W Main St.	Portsmouth	RI	since 1/21/66	3812	Electronics development/manufacturing	RID001463090

The EPA ID #'s for these two Bedford addresses are accurate but might be reversed. No internal record identified and negative search result on EPA web site. Facility years of operation predate RCRA.